



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

OFFICIAL AGENDA **REGULAR VILLAGE COMMISSION MEETING**

VILLAGE HALL
1666 KENNEDY CAUSEWAY, #101
NORTH BAY VILLAGE, FL 33141

TUESDAY, OCTOBER 25, 2016

7:30 P.M.

NOTICE IS HEREWITH GIVEN TO ALL INTERESTED PARTIES THAT IF ANY PERSON SHOULD DECIDE TO APPEAL ANY DECISION MADE AT THE FORTHCOMING MEETING OF THE VILLAGE COMMISSION, SUCH PERSON WILL NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSE, HE OR SHE WILL NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE VILLAGE FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.

TO REQUEST THIS MATERIAL IN ACCESSIBLE FORMAT, SIGN LANGUAGE INTERPRETERS, INFORMATION ON ACCESS FOR PERSON WITH DISABILITIES, AND/OR ANY ACCOMMODATION TO REVIEW ANY DOCUMENT OR PARTICIPATE IN ANY VILLAGE-SPONSORED PROCEEDING, PLEASE CONTACT (305) 756-7171 FIVE DAYS IN ADVANCE TO INITIATE YOUR REQUEST. TTY USERS MAY ALSO CALL 711 (FLORIDA RELAY SERVICE).

1. CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

2. A. PROCLAMATIONS AND AWARDS

- 1. RED RIBBON WEEK**
- 2. THE CUTTING ROOM – 20TH ANNIVERSARY**
- 3. SISSY SHUTE – CRIME WATCH**

B. SPECIAL PRESENTATIONS

- 1. ARIS GARCIA, VICE PRESIDENT/WOLFBERG ALVAREZ & PARTNERS-UPDATE ON VILLAGE HALL PROJECT**

C. ADDITIONS AND DELETIONS

3. GOOD & WELFARE

4. **ADVISORY BOARD REPORTS**

- A. ARTS, CULTURAL & SPECIAL EVENTS BOARD
- B. BUSINESS DEVELOPMENT ADVISORY BOARD
- C. CITIZENS BUDGET & OVERSIGHT BOARD
- D. COMMUNITY ENHANCEMENT BOARD
- E. PLANNING & ZONING BOARD
- F. YOUTH & EDUCATION SERVICES BOARD

5. **CONSENT AGENDA:** (Matters on the Consent Agenda are self-explanatory and are not expected to require discussion or review. Items will be adopted by one motion. If discussion is desired by any member of the Commission, that item must be removed from the Consent Agenda and will be considered separately.)

- A. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE VILLAGE MANAGER, AND AWARDED RFP NO. NBV 2016-004 FOR LANDSCAPE MAINTENANCE SERVICES TO VISUALSCAPE, INC.; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO THE RELATED CONTRACT PURSUANT TO THE SCOPE OF SERVICES OUTLINED IN THE RFP; AND SETTING AN EFFECTIVE DATE. *(INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)*

The proposed Resolution will allow for the engagement of VisualScape as the landscaping contractor for the Village.

- B. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A COLOR FOR PAINTING THE BUS SHELTERS THROUGHOUT THE VILLAGE; SETTING AN EFFECTIVE DATE. *(INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)*

The proposed Resolution will approve a silver/gray or platinum gray color to repaint the bus shelters throughout the Village.

- C. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, CONFIRMING THE “DECLARATION OF A STATE OF EMERGENCY” DECLARED BY THE VILLAGE MANAGER ON OCTOBER 5, 2016, AS A RESULT OF THE THREAT POSED BY HURRICANE MATTHEW; SETTING AN EFFECTIVE DATE. *(INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)*

The Proposed Resolution will confirm the “Declaration of the State of Emergency” declared by the Village Manager during Hurricane Matthews, in accordance with Section 54.05(b) of the Village Code.

- D. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE EXPENDITURE OF POLICE IMPACT FEES FOR THE PURCHASE OF A GPS SYSTEM FOR THE POLICE BOAT; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The proposed Resolution will approve the purchase of a GPS system for the Police Boat from Police Impact Fees obtained from new development in the Village.

- E. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, URGING MUNICIPALITIES IN MIAMI-DADE COUNTY TO CONTINUE COLLABORATION TO PROTECT THE PUBLIC AGAINST THE ZIKA VIRUS; URGING THE UNITED STATES CONGRESS, STATE OF FLORIDA AND MIAMI-DADE COUNTY TO ASSIST AND SUPPORT LOCAL GOVERNMENTS IN MIAMI-DADE COUNTY, FLORIDA TO FUND, DEVELOP AND IMPLEMENT MITIGATION AND ERADICATION SOLUTIONS FOR THE ZIKA VIRUS; DIRECTING THE VILLAGE CLERK TO TRANSMIT THE RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VICE MAYOR JORGE GONZALEZ)**

The proposed Resolution supports funding, development, and implementation of solutions to eradicate the Zika virus.

- F. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE RECOMMENDATION OF THE COMMUNITY ENHANCEMENT BOARD AND DIRECTING THE VILLAGE MANAGER TO REMOVE THE NATIVE PLANTS AT BOTH THE ADVENTURE AVENUE ENTRANCE MONUMENT SIGN AND THE HISPANOLA AVENUE ENTRANCE SIGN AND REPLACE SAID PLANTS WITH PLANTS APPROVED AND RECOMMENDED AT THE COMMUNITY ENHANCEMENT BOARD MEETING OF SEPTEMBER 29, 2016. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The proposed Resolution will allow for plantings like those at the entrances to Harbor Island and North Bay Island to be planted at the monument signs on Adventure and Hispanola Avenue; for the Native plants to be transferred to the ends of the medians on Kennedy Causeway; and approve uniform decorative plantings for all islands’ entrances.

- G. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, DIRECTING THE VILLAGE MANAGER TO CONTINUE TO NEGOTIATE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) TO ALLOW THE INSTALLATION OF GREEN SURFACING FOR THE NEWLY INSTALLED BIKE LANES ALONG KENNEDY CAUSEWAY WITHIN THE CORPORATE LIMITS OF NORTH BAY VILLAGE; PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VICE MAYOR JORGE GONZALEZ)**

The proposed Resolution seeks to incorporate green surface on allowable surfaces of the existing Bike Lanes in the Village with FDOT approval.

- H. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING A LEASE AGREEMENT WITH ENTERPRISE FM TRUST FOR THE LEASE OF TWO VEHICLES; UTILIZING THE PIGGYBACK PROVISION PURSUANT TO SECTION 36.25(J) OF THE VILLAGE CODE; AUTHORIZING THE APPROPRIATE VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING EXPENDITURE OF BUDGETED FUNDS; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The proposed Resolution will approve the lease of a Ford Explorer and a GMC Yukon for the Police/Code Enforcement Department.

- I. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE VILLAGE MANAGER, AND AWARDING RFP NO. 2016-003 FOR INSTALLATION OF FENCING AT THE PUBLIC WORKS YARD AT 1841 GALLEON STREET TO FENCE MASTERS, INC.; AUTHORIZING THE RELATED CONTRACT PURSUANT TO THE SCOPE OF SERVICES OUTLINED IN THE RFP; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The proposed Resolution will approve the continuation of the new fencing installed at Philip Schonberger Park across the front of the Police Dispatch Center and the Public Works Yard.

- J. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, EXPRESSING SUPPORT OF A MIAMI-DADE COUNTY INITIATIVE TO SECURE FUNDING TO ASSIST WITH THE ELIMINATION OF SEPTIC SYSTEMS; PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY MAYOR CONNIE LEON-KREPS, COMMISSIONER RICHARD CHERVONY, AND COMMISSIONER ANDREANA JACKSON)**

The proposed Resolution supports the elimination of septic systems for the betterment of the environment and water quality and securing funding for such purpose.

- K. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE VILLAGE MANAGER, AND AWARDED BID NO. 2016-002 FOR THE BAYWALK PLAZA DESIGN PROJECT (SOUTH SIDE ONLY) TO ABC CONSTRUCTION, INC.; AT AN AMOUNT NOT TO EXCEED \$970,079; AUTHORIZING THE RELATED CONTRACT PURSUANT TO THE SCOPE OF SERVICES OUTLINED IN THE BID DOCUMENTS; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The proposed Resolution will approve a bid award to ABC Construction, Inc. to prepare the conceptual design for the proposed Baywalk Plaza area.

- 1.) Commission Action**

6. ORDINANCES FOR FIRST READING AND RESOLUTIONS

- A. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RELATING TO INCREASE IN THE WHOLESALE WATER RATES CHARGED TO THE VILLAGE BY MIAMI-DADE COUNTY, AMENDING SECTION 51.04(D) OF VILLAGE CODE TO PROVIDE THAT ANY PASS THROUGH INCREASE TO THE UTILITY CUSTOMERS BE APPROVED BY THE VILLAGE COMMISSION; PROVIDING FOR CONFLICT, CODIFICATION, SEVERABILITY; AND AN EFFECTIVE DATE. (INTRODUCED BY COMMISSIONER RICHARD CHERVONY)**

The proposed Ordinance will require approval by the Village Commission in order to increase the rates to utility customers, when Miami-Dade County imposes an increase on its wholesale customers.

- 1.) Commission Action**

- B. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RELATING TO INCREASE IN RATES CHARGED TO THE VILLAGE BY MIAMI-DADE COUNTY FOR SOLID WASTE DISPOSAL, AMENDING SECTION 94.08(F) OF VILLAGE CODE TO PROVIDE THAT PASS THROUGH OF THESE COSTS TO UTILITY CUSTOMERS MUST BE APPROVED BY THE VILLAGE COMMISSION; PROVIDING FOR CONFLICT, CODIFICATION, SEVERABILITY; AND AN EFFECTIVE DATE. (INTRODUCED BY COMMISSIONER RICHARD CHERVONY)**

The proposed Ordinance will require approval by the Village Commission in order to increase garbage fees, when Miami-Dade County imposes an increase on its wholesale customers for waste collection and disposal services.

1.) Commission Action

- C. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 152, SECTION 152.112 OF THE ZONING CODE, TO INCLUDE THE RM-40 AND RM-70 ZONING DISTRICTS AS AREAS SUBJECT TO THE VILLAGE'S VACATION RENTAL REGULATIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE VILLAGE CODE; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY MAYOR CONNIE LEON-KREPS)**

The proposed Ordinance will establish regulations to address short term vacation rentals in apartments and condominiums.

1.) Commission Action

- D. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 152 OF THE ZONING CODE BY REVISING SECTIONS 152.076 ENTITLED "SIGN DEFINITIONS"; 152.078 ENTITLED "PROHIBITED SIGNS"; 152.080 ENTITLED "EXEMPTED SIGNS"; 152.081 ENTITLED "TEMPORARY SIGNS"; 152.082 ENTITLED "REMOVAL OF SIGNS"; 152.083 ENTITLED "DISTRICT SIGN REGULATIONS"; 152.084 ENTITLED "VARIANCES, PLANNING"; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE VILLAGE CODE; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY MAYOR CONNIE LEON-KREPS)**

The proposed Ordinance will amend existing regulations to address temporary signs.

1.) Commission Action

- E. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 152, ADDING SECTION 152.033 ENTITLED “GOVERNMENT USE DISTRICT” TO CREATE STANDARDS FOR A GOVERNMENT USE ZONING DISTRICT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE VILLAGE CODE; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY MAYOR CONNIE LEON-KREPS)**

The proposed Ordinance will establish regulations for a separate “Government Use District” to allow governmental uses.

1.) Commission Action

- F. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 151, SECTION 151.26 ENTITLED “OFF-STREET PARKING REGULATIONS” TO PROHIBIT CHARGING FOR PARKING AT HOTEL, MOTEL, APARTMENT AND CONDOMINIUM PROPERTIES IN THE VILLAGE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE VILLAGE CODE; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY MAYOR CONNIE LEON-KREPS)**

The proposed Ordinance will prohibit charging for the parking spaces that were required to be built as part of the development Site Plan approval.

1.) Commission Action

- G. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 152, SECTION 152.003 ENTITLED “DEFINITIONS”; ADDING DEFINITIONS FOR GROW HOUSE, MARIJUANA, MARIJUANA BASED PRODUCT, MARIJUANA DISPENSARY, MOBILE MARIJUANA DISPENSARY; SECTIONS 152.026 THRU 152.029 AND 152.0296 PROHIBITING MARIJUANA DISPENSARIES (EXCEPT IN THE CG ZONING DISTRICT), GROW HOUSES, AND MOBILE MARIJUANA DISPENSARIES; SECTION 152.030 ENTITLED “CG GENERAL COMMERCIAL DISTRICT” TO ALLOW MARIJUANA DISPENSARIES AS ALLOWABLE USES; SECTION 152.044 ENTITLED “MINIMUM SPACE REQUIREMENTS” REVISE PARKING SPACE REQUIREMENTS, TO INCLUDE MARIJUANA DISPENSARIES; CREATING SECTION 152.113 ENTITLED “MARIJUANA DISPENSARIES” TO PROVIDE CONDITIONS FOR APPROVAL OF A MARIJUANA DISPENSARY AND OPERATING PROCEDURES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE VILLAGE CODE; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY COMMISSIONER RICHARD CHERVONY)**

The proposed Ordinance will establish zoning regulations for the operation and location of marijuana dispensaries within the Village.

1.) Commission Action

- H. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, SUPPORTING THE PROHIBITION AGAINST LICENSED PROFESSIONALS ENGAGING IN COUNSELING EFFORTS, PRACTICES, OR TREATMENTS WITH THE GOAL TO CHANGE A MINOR'S SEXUAL ORIENTATION OR GENDER IDENTITY; PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY COMMISSIONER RICHARD CHERVONY)**

The proposed Resolution expresses support for the movement to prohibit the use of sexual orientation or gender identity change efforts with minors, including reparative and conversion therapy, which have been demonstrated to be harmful to the physical and psychological well-being of lesbian, gay, bisexual, and transgender persons.

1.) Commission Action

- I. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE EXPENDITURE OF UP \$1,000 FOR ATTENDANCE AT THE OPTIMIST ANNUAL CELEBRATION DINNER; AMENDING THE FY 2017 GENERAL OPERATING BUDGET BY TRANSFERRING FUNDS FROM THE GENERAL FUND UNRESERVED FUND BALANCE; AUTHORIZING THE VILLAGE MANAGER TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY COMMISSIONER EDDIE LIM)**

The proposed Resolution will approve funding for the purchase of a table at the Optimist Annual Dinner.

1.) Commission Action

7. **PUBLIC HEARINGS ITEMS INCLUDING ORDINANCES FOR SECOND READING**

A. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN APPLICATION BY HUMBERTO OCARIZ FOR INSTALLATION OF A NEW BOATLIFT ON AN EXISTING DOCK AT 1460 SOUTH TREASURE DRIVE, PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE. *(INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)*

1.) Commission Action

B. AN ORDINANCE OF THE COMMISSION NORTH BAY VILLAGE, FLORIDA, AMENDING TITLE XIII OF THE CODE OF ORDINANCES ENTITLED "GENERAL OFFENSES" BY CREATING CHAPTER 137, TO BE ENTITLED "SEXUAL ORIENTATION OR GENDER IDENTITY CHANGE EFFORTS," TO PROHIBIT LICENSED PROFESSIONALS FROM ENGAGING IN COUNSELING EFFORTS, PRACTICES, OR TREATMENTS WITH THE GOAL TO CHANGE A MINOR'S SEXUAL ORIENTATION OR GENDER IDENTITY; PROVIDING FOR REPEAL, SEVERABILITY, INCLUSION IN THE CODE AND AN EFFECTIVE DATE. *(INTRODUCED BY MAYOR CONNIE LEON-KREPS)*

The proposed Ordinance seeks to prohibit licensed professionals from engaging in counseling efforts, practices, or treatments with the goal to change a minor's sexual orientation or gender identity.

1.) Commission Action

8. **UNFINISHED BUSINESS**

A. NAMING A REPRESENTATIVE TO THE BOARD OF GOVERNORS OF THE MIAMI BEACH CHAMBER OF COMMERCE *(COMMISSIONER RICHARD CHERVONY)*

1.) Commission Action

9. **NEW BUSINESS**

A. SIGNS ON WEST DRIVE AND GALLEON STREET – "CAREFUL CHILDREN AT PLAY", "STOP SIGN" AND CROSSWALKS LEADING INTO DR. PAUL VOGEL PARK AND PHILIP SCHONBERGER PARK *(COMMISSIONER RICHARD CHERVONY)*

1.) Commission Action

**B. SENIOR ACTIVITIES (NOT APPROVED BY COMMISSION)
(COMMISSIONER RICHARD CHERVONY)**

**C. COMMUNITY CLASSES – TAI CHAI & QIGONG/MEDIATION
(COMMISSIONER EDDIE LIM)**

1.) Commission action

D. SCHEDULING – NOVEMBER 15, 2016 COMMISSION MEETING

1.) Commission Action

10. PUBLIC SAFETY DISCUSSION

11. COMMISSIONERS' REPORTS

12. VILLAGE ATTORNEY'S REPORT

13. VILLAGE MANAGER'S REPORT

**A. DEP CONSTRUCTION LOAN APPLICATIONS FOR THE WATER MAIN
TRANSMISSION AND DISTRIBUTION LINE PROJECT AND THE
WATER METER AND SERVICE LINE REPLACEMENT PROJECT**

14. FINANCE REPORT

15. APPROVAL OF MINUTES

16. ADJOURNMENT



Proclamation

RED RIBBON WEEK

WHEREAS, communities across America have been plagued by the numerous problems associated with illicit drug use and those that traffic in them; and

WHEREAS, there is hope in winning the war on drugs, and that hope lies in education and drug demand reduction, coupled with the hard work and determination of organizations such as the Young Marines of the Marine Corps League to foster a health, drug-free lifestyle; and

WHEREAS, governments and community leaders know that citizen support is one of the most effective tools in the effort to reduce the use of illicit drugs in our communities; and

WHEREAS, the red ribbon has been chosen as a symbol commemorating the work of Enrique “Kiki” Camarena, a Drug Enforcement Administration agent who was murdered in the line of duty, and represents the belief that one person can make a difference; and

WHEREAS, the Red Ribbon Campaign was established by Congress in 1988 to encourage a drug-free lifestyle and involvement in drug prevention and reduction efforts; and

WHEREAS, October 23-31 has been designated National Red Ribbon Week, which encourages Americans to wear a red ribbon to show their support for a drug-free environment.

NOW, THEREFORE, BE IT RESOLVED THAT I, MAYOR CONNIE LEON-KREPS, ON BEHALF OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA do hereby proclaim October 23-31, 2016 as RED RIBBON WEEK in North Bay Village, Florida, and urge all citizens to join me in this special observance.

In Witness Whereof:

Mayor Connie Leon-Kreps

Attest:

Yvonne Hamilton, Village Clerk



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4D

OFFICIAL MINUTES

NORTH BAY VILLAGE COMMUNITY ENHANCEMENT BOARD MEETING

**VILLAGE HALL
1666 KENNEDY CAUSEWAY, SUITE 101**

SEPTEMBER 29, 2016 – 6:30 P.M.

1. CALL TO ORDER

The meeting was called to order at 6:33 p.m. by Chair Ana Watson. The Vice Chair Diana Quintero, Dora Tano, and Aniley Perez were also present. Kokoa Woodget was absent.

The Village Manager Frank K. Rollason and the Village Clerk Yvonne P. Hamilton were present.

2. OLD BUSINESS

A. VILLAGE WEBSITE PICTURES (VILLAGE ADMINISTRATION)

The Board reviewed photographs provided by the Village Manager, made some selections, and suggested that additional pictures be taken that capture other areas of the Village, such as the causeway along the bay, North Bay Island, Harbor Island, Treasure Island Monument Signs, Benihana, etc.; as well as those submitted by Board Member Quintero.

B. NO DUMPING SIGNS-TREASURE ISLAND/HARBOR ISLAND (ANA WATSON)

Board Member Watson discussed the need for installation of “No Dumping” signs in front of 7928 East Drive and on South Treasure Drive.

C. SIGNS AT ENTRANCE OF HARBOR ISLAND (ANA WATSON)

Board Member Watson suggested that the medal sign in front of the Harbor Island monument sign be moved back so that it does not block the public right-of-way.

D. LANDSCAPE DESIGN (ANA WATSON)

Board Member Watson inquired about a Landscaping Plan with a uniformed design throughout the Village.

3. NEW BUSINESS

A. FLOWERS FOR ENTRANCES TO NORTH BAY ISLAND AND HARBOR ISLAND (ANA WATSON)

Ana Watson made a motion recommending that uniform decorative plantings, similar to those at the entrance to North Bay Island, be installed at all entrances to the Village. Dora Tano seconded the motion, and all voted in favor.

Diana Quintero made a motion recommending that the Native plants at the Monument Signs on Hispanola Avenue and Adventure Avenue be transferred to the ends of the medians on Kennedy Causeway, and that plantings similar to those at the entrance to North Bay Island and Harbor Island replace the Native plants. Aniley Perez seconded the motion, and all voted in favor.

B. PAINTING OF BUS SHELTERS

Dora Tano made a motion to recommend the Platinum Gray 103 as the Board's first choice, and Silvery Gray 201 as the second choice. Ana Watson seconded the motion, and all voted in favor.

3. APPROVAL OF MINUTES

A. REGULAR MEETING – APRIL 21, 2016

Ana Watson made a motion to approve the Minutes as submitted. Aniley Perez seconded the motion, and all voted in favor.

4. ADJOURNMENT

The meeting adjourned at 7:33 p.m.

Prepared by: Yvonne P. Hamilton
Village Clerk

Adopted by North Bay Village on

this ____ day of ____ 2016.

Ana Watson, *Chair*



North Bay Village

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REGULAR PLANNING & ZONING BOARD MEETING

NORTH BAY VILLAGE
1666 KENNEDY CAUSEWAY, #300
NORTH BAY VILLAGE, FL 33141

SEPTEMBER 6, 2016
7:30 P.M.

1. CALL TO ORDER.

The Chair Bud Farrey called the Regular Meeting of the North Bay Village Planning & Zoning Board to order at 7:35 P.M.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

ROLL CALL

Present were the following:

Chair Bud Farrery
Vice Chair Marvin Wilmoth
Dr. Joshua Furman
Doris O'Hare

Dr. Douglas Hornsby was absent.

Village Manager Frank K. Rollason
Village Planner Jim LaRue and Ben Smith
LaRue Planning & Management Services, Inc.
Village Attorney Robert L. Switkes
Village Clerk Yvonne P. Hamilton

4. **PUBLIC HEARING ITEMS (ALL INDIVIDUALS DESIRING TO PROVIDE TESTIMONY SHALL BE SWORN IN)**

- A. **AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 152, SECTION 152.112 OF THE ZONING CODE, TO INCLUDE THE RM-40 AND RM-70 ZONING DISTRICTS AS AREAS SUBJECT TO THE VILLAGE’S VACATION RENTAL REGULATIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE VILLAGE CODE; AND PROVIDING AN EFFECTIVE DATE.**

The Village Attorney read the ordinance by title.

The Village Planner Jim LaRue made a brief presentation on the ordinance to provide regulations in the RM-40 and RM-70 Zoning Districts to address short-term vacation rentals for apartments and condominiums, similar to existing regulations for Single-Family Residential Districts.

The Chair opened the Public Hearing. There being no speakers, he closed the Public Hearing.

Dr. Joshua Furman made a motion to find that the ordinance is consistent with the Village’s Comprehensive plan and to recommend approval. Doris O’Hare seconded the motion, which was adopted by a 4-0 roll call vote. The vote was as follows: Bud Farrey, Doris O’Hare, Marvin Wilmoth, and Dr. Joshua Furman all voting Yes.

- B. **AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 152 OF THE ZONING CODE BY REVISING SECTIONS, 152.076 ENTITLED “SIGN DEFINITIONS; 152.078 ENTITLED “PHOHIBITED SIGNS”; 152.080 ENTITLED “EXEMPTED SIGNS”; 152.081 ENTITLED “TEMPORARY SIGNS”; 152.082 ENTITLED “REMOVAL OF SIGNS”; 152.083 ENTITLED “DISTRICT SIGN REGULATIONS”; 152.084 ENTITLED “VARIANCES, PLANNING”; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE VILLAGE CODE; AND PROVIDING AN EFFECTIVE DATE.**

The Village Attorney read the ordinance by title.

Mr. LaRue presented the Staff Report and discussed the revisions to the Sign Ordinance to provide consistency for all temporary signs in the Village.

The Chair opened the Public Hearing. There being no speakers, he closed the Public Hearing.

Dr. Joshua Furman made a motion to recommend approval of the Ordinance. Doris O'Hare seconded the motion, which was adopted by a 4-0 roll call vote. The vote was as follows: Bud Farrey, Doris O'Hare, Marvin Wilmoth, and Dr. Joshua Furman all voting Yes.

C. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 152, OF THE ZONING CODE BY ADDING SECTION 152.033 ENTITLED "GOVERNMENT USE DISTRICT" TO CREATE STANDARDS FOR A GOVERNMENT USE ZONING DISTRICT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE VILLAGE CODE; AND PROVIDING AN EFFECTIVE DATE.

The Village Attorney read the ordinance by title.

Ben Smith, with LaRue Planning & Management Services, Inc., the Village Planner, presented the Staff Report and explained the amendment to add a new Government Use Zoning District to allow government owned and operated facilities; as well as matching the zoning to the Future Land Use Category.

The Chair opened the Public Hearing. There being no speakers, he closed the Public Hearing.

Doris O'Hare made a motion to approve the ordinance. Dr. Joshua Furman seconded the motion, which was adopted by 4-0 roll call vote. The vote was as follows: Dr. Joshua Furman, Bud Farrey, Marvin Wilmoth, and Doris O'Hare all voting Yes.

D. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 151, SECTION 151.26 OF THE VILLAGE CODE ENTITLED "OFF-STREET PARKING REGULATIONS" TO PROHIBIT CHARGING FOR PARKING AT HOTELS, MOTELS, APARTMENTS AND CONDOMINIUM PROPERTIES IN THE VILLAGE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE VILLAGE CODE; AND PROVIDING AN EFFECTIVE DATE.

The Village Attorney read the ordinance by title.

Mr. Smith presented the Staff Report and discussed the ordinance to provide that parking spaces that are required to be built according to the Site Plan have to be provided to guests at no charge.

The Chair opened the Public Hearing.

Jay Chaves, Property Manager of 7935 East Drive, addressed the Commission.

The Chair closed the Public Hearing.

There was discussion that the Village should not have the right to prohibit property owners from charging for parking, especially to another owner in the same building.

It was suggested that if a property owner could prove that there is under-utilization of spaces in the building, the extra spaces could be rented to only to residents in the same building.

The Chair closed the Public Hearing.

Dr. Joshua Furman made a motion recommending that the ordinance be approved to include a provision for renting parking spaces if there is under-utilization of parking spaces in a building. Marvin Wilmoth seconded the motion, which was adopted by a 3-1 roll call vote. The vote was as follows: Bud Farrey, Marvin Wilmoth, and Dr. Joshua Furman all voting Yes. Doris O'Hare voted No.

5. APPROVAL OF MINUTES

A. REGULAR PLANNING & ZONING BOARD MEETING – JULY 5, 2016

Marvin Wilmoth made a motion to approve the Minutes. Dr. Joshua Furman seconded the motion, and all voted in favor.

6. ADJOURNMENT

The meeting adjourned at 9:00 p.m.

*Prepared and submitted by: Yvonne P. Hamilton
Village Clerk*

*Adopted by the Planning & Zoning Board on
This ___ day of ___ 2016.*

Bud Farrey, Chair

(Note: The Minutes are summary of the proceeding.)



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

REGULAR PLANNING & ZONING BOARD MEETING

**NORTH BAY VILLAGE
1666 KENNEDY CAUSEWAY, #300
NORTH BAY VILLAGE, FL 33141**

**OCTOBER 18, 2016
7:30 P.M.**

1. **CALL TO ORDER.**

The Chair Bud Farrey called the Regular Meeting of the North Bay Village Planning & Zoning Board to order at 7:32 P.M.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

ROLL CALL

Present were the following:

Bud Farrey, Chair
Marvin Wilmoth, Vice Chair
Dr. Douglas Hornsby

Absent:

Dr. Joshua Furman
Doris O'Hare

Village Manager Frank K. Rollason
Village Planner Ben Smith
LaRue Planning & Management Services, Inc.
Village Attorney Robert L. Switkes
Village Clerk Yvonne P. Hamilton

4. **PUBLIC HEARING ITEMS (ALL INDIVIDUALS DESIRING TO PROVIDE TESTIMONY SHALL BE SWORN IN)**

- A. AN APPLICATION BY SOPHIA LIMA, PROPERTY OWNER, OF 7505 WEST TREASURE DRIVE, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, FOR A VARIANCE FROM THE STRICT APPLICATION OF SECTION 152.060(A) FOR THE CONSTRUCTION OF AN ABOVE-GROUND SWIMMING POOL AND WOOD POOL DECK, TO REDUCE THE REQUIRED 7.5-FOOT SIDE-YARD SETBACK BY 2.5-FEET TO ALLOW A STRUCTURE TO BE 5-FEET FROM THE SOUTH SIDE PROPERTY LINE AND TO REDUCE THE REQUIRED 15-FOOT REAR-YARD SETBACK BY 10-FEET TO ALLOW A STRUCTURE TO BE 5-FEET FROM THE EAST REAR PROPERTY LINE.

The Village Clerk read the request into the record.

The Village Attorney swore in those individuals who indicated that they would provide testimony.

The Village Planner, Ben Smith of LaRue Planning & Management Services, Inc., presented the Staff Report. The Board, the applicant, and the Village Planner discussed an updated survey that was provided.

Marvin Wilmoth made a motion to defer the matter to the November 1, 2016 Planning & Zoning Board Meeting for the applicant to provide an adjustment survey and measurements for the pool location. Dr. Douglas Hornsby seconded the motion, which carried 3-0. The vote was as follows: Dr. Douglas Hornsby, Bud Farrey, and Marvin Wilmoth all voting Yes.

- B. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 152, SECTION 152.003 ENTITLED "DEFINITIONS"; ADDING DEFINITIONS FOR GROW HOUSE, MARIJUANA, MARIJUANA BASED PRODUCT, MARIJUANA DISPENSARY, MOBILE MARIJUANA DISPENSARY; SECTIONS 152.026 THRU 152.029 AND 152.0296 PROHIBITING MARIJUANA DISPENSARIES (EXCEPT IN THE CG ZONING DISTRICT), GROW HOUSES, AND MOBILE MARIJUANA DISPENSARIES; SECTION 152.030 ENTITLED "CG GENERAL COMMERCIAL DISTRICT" TO ALLOW MARIJUANA DISPENSARIES AS ALLOWABLE USES; SECTION 152.044 ENTITLED "MINIMUM SPACE REQUIREMENTS" REVISE PARKING SPACE REQUIREMENTS, TO INCLUDE MARIJUANA DISPENSARIES; SECTION 152.112 ENTITLED "MARIJUANA DISPENSARIES" ADDING SECTION PROVIDING CONDITIONS FOR APPROVAL OF A MARIJUANA DISPENSARY AND OPERATING PROCEDURES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE VILLAGE CODE; AND PROVIDING AN EFFECTIVE DATE.

The Village Clerk read the Ordinance by title.

The Village Planner, Ben Smith, discussed the ordinance to create zoning regulations for the operation and location of marijuana dispensaries in the Village.

The Chair opened the Public Hearing. There being no speakers, he closed the Public Hearing.

Marvin Wilmoth made a motion to approve the ordinance as presented, and Dr. Douglas Hornsby seconded the motion, which was adopted by a 3-0 roll call vote. The vote was as follows: Dr. Douglas Hornsby, Bud Farrey, and Marvin Wilmoth all voting Yes.

5. ADJOURNMENT

The meeting adjourned at 7:51 p.m.

*Prepared and submitted by: Yvonne P. Hamilton
Village Clerk*

*Adopted by the Planning & Zoning Board on
This ___ day of ___ 2016.*

Bud Farrey, Chair

(Note: The Minutes are summary of the proceeding.)



North Bay Village

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5A

MEMORANDUM

RECOMMENDATION MEMORANDUM

DATE: October 10, 2016

TO: Mayor Connie Leon Kreps
Vice-Mayor Jorge Gonzalez
Commissioner Dr. Richard Chervony
Commissioner Andreana Jackson
Commissioner Eddie Lim

RECOMMENDED BY: Frank K. Rollason
Village Manager

PRESENTED BY STAFF: Rodney Carrero-Santana
Public Works Director

SUBJECT: Award of Bid for Landscaping Services - RFP NBV 2016-004

RECOMMENDATION:

It is recommended that the Village Commission approve the attached Resolution approving a contract with VisualScape, Inc., a landscape contractor who responded to Village RFP2016-004 – Village Landscape Maintenance Services. This contract would be for an initial period of one year with the option to renew for two additional single-year periods for the same annual cost at the sole option of the Village.

BACKGROUND:

North Bay Village has been under contract with SFM for the past three years, and for the past seven months on a month-to-month basis. SFM was also rated highest in the responses to the RFP with an overall score of 92.75 out of a possible 100 points and with a bid price of \$86,293.66. VisualScape, on the other hand, came in at a score of 63.25 (second in the group of four responses) with a bid price of \$78,900. The cost of the contract, however, is not the overriding factor in my recommendation. Since I have been your Village Manager, SFM has been the Village's Landscape Maintenance contractor. And, since I have been here, there are continual issues concerning the level of service that SFM provides.

Mayor Connie Leon-Kreps	Vice Mayor Jorge Gonzalez	Commissioner Dr. Richard Chervony	Commissioner Andreana Jackson	Commissioner Eddie Lim
----------------------------	------------------------------	--------------------------------------	----------------------------------	---------------------------

It has been my experience that SFM has been in the reactive mode of service delivery rather than a proactive mode. Continually, our Public Works Director and Public Works Supervisor need to meet with SFM supervisory personnel to 'remind' them of their contractual obligations in an "after the fact" mode. While regular maintenance of the grounds does take place, those items above and beyond are not performed without meetings required by the Administration to go forward and follow-up to make sure it is done right. Attached, you will find a list documenting some of the ongoing issues affecting the level of the quality of service that has been provided by SFM. I believe it is in the best interest and general welfare of the Village that the landscaping contract be changed, and am thus recommending that the Commission move down to the second highest ranked firm, VisualScape, Inc., and award the Landscaping Maintenance contract to them.

FINANCIAL IMPACT:

Account No. 112.18.541.3138 entitled Contract Services-Grounds Maintenance budgeted at \$96,050. Amount: \$78,900 annually

PERSONNEL IMPACT:

There should be a savings of both the Department Director's and Public Works Supervisor's time in following on both contract obligations and quality of work in the field.

CONTACT:

Frank K. Rollason, Village Manager



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

MEMORANDUM

North Bay Village

DATE: October 18, 2016

TO: Yvonne P. Hamilton, CMC
Village Clerk

FROM: Frank K. Rollason
Village Manager 

SUBJECT: Introduction of Resolution

Pursuant to Section 3.08 of the Village Charter, I hereby introduce the following Resolution:

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE VILLAGE MANAGER, AND AWARDED RFP NO. NBV 2016-004 FOR LANDSCAPE MAINTENANCE SERVICES TO VISUALSCAPE, INC.; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO THE RELATED CONTRACT PURSUANT TO THE SCOPE OF SERVICES OUTLINED IN THE RFP; AND SETTING AN EFFECTIVE DATE.

Accordingly, please place the item on the next available agenda.

FKR:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Andreana Jackson

Commissioner
Eddie Lim

RESOLUTION NO: _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE VILLAGE MANAGER, AND AWARDING RFP NO. NBV 2016-004 FOR LANDSCAPE MAINTENANCE SERVICES TO VISUALSCAPE, INC.; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO THE RELATED CONTRACT PURSUANT TO THE SCOPE OF SERVICES OUTLINED IN THE RFP; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)

WHEREAS, North Bay Village, in accordance with applicable State and local laws, has solicited Request for Proposals (RFP) from qualified companies to perform landscaping services for the Village; and

WHEREAS, four (4) responses were received from E. Rodriguez Landscaping, Inc., Mitchell's Lawn, LLC, SFM Services, Inc., and VisualScape, Inc.; and

WHEREAS, the proposals were evaluated by a Committee consisting of Lt. Jim McCready, Detective, NBV Police Department, Mr. Danilo Caicedo, Project Manager, Stantec, Mr. David Hernandez, Community Redevelopment Agency, City of Miami (Retired), and Rodney Carrero-Santana, P.E., LEED AP, NBV Public Works Director; and

WHEREAS, the Evaluation Committee ranked the proposers as follows:

1. SFM, Services, Inc.
2. VisualScape, Inc.
3. E. Rodriguez Landscaping, Inc.
4. Mitchell's Lawn, LLC

WHEREAS, the Village Manager finds that it is in the best interest of the Village to award the RFP to the #2 ranked proposer and request that the Village Commission authorize the execution of a contract, pursuant to the scope of services and bid price outlined in RFP No. 2016-004.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above Recitals are true and correct and incorporated herein by this reference.

Section 2. Award of Proposal. RFP No. NBV 2016-004 for Landscaping Maintenance Services is hereby awarded to VisualScape, Inc.

Section 3. Authorization of Village Officials. The Village Manager is authorized to enter into an agreement with VisualScape, Inc. pursuant to the cost of \$78,900 (Account No. 112.18.541.3138-Contract Services - Ground Maintenance) annually and the scope of services outlined in RFP No. 2016-004 proposal, subject to the approval as to form and legality by the Village Attorney.

Section 4. Effective Date. This Resolution shall take effect immediately upon adoption.

The motion to adopt the foregoing Resolution was offered by _____, seconded by _____.

FINAL VOTE AT ADOPTION:

Mayor Connie Leon-Kreps _____
Vice Mayor Jorge Gonzalez _____
Commissioner Richard Chervony _____
Commissioner Wendy Duvall _____
Commissioner Eddie Lim _____

PASSED AND ADOPTED this 25th day of October 2016.

Connie Leon-Kreps, Mayor

ATTEST:

Yvonne P. Hamilton, CMC
Village Clerk

**APPROVED AS TO FORM FOR THE USE OF
NORTH BAY VILLAGE:**

Robert L. Switkes & Associates, P.A.
Village Attorney



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

MEMORANDUM

DATE: September 16, 2016

TO: Frank K. Rollason
Village Manager

FROM: Rodney Carrero-Santana, P.E., LEED AP
Public Works Director, North Bay Village

SUBJECT: Evaluation Proposal Meeting – RFP No. NBV 2016-004; Village
Landscape Maintenance Services

On September 12, 2016, a bid was received at North Bay Village for the referenced project. The evaluation committee met on September 14, 2016 at 2:30 PM to evaluate the bid. The committee was composed of the following professionals:

1. Lt. Jim Mcready, Detective, Police Department, North Bay Village.
2. Mr. Danilo Caicedo, Project Manager, Stantec.
3. Mr. David Hernandez, Community Red. Agency, City of Miami (Retired).
4. Rodney Carrero-Santana, P.E., LEED AP, Public Works Director, North Bay Village who served as an evaluation committee chair.

Four companies submitted for consideration. These were: Mitchell's Lawn, LLC., E. Rodriguez Landscaping, Inc.; VisualScape, Inc.; and SFM Services, Inc.

After having evaluated the proposals that some of the companies submitted had some informalities in the proposal package as follows:

1. Mitchell's Lawn Company did not submit all of the required forms documentation, as required in the RFP.
2. E. Rodriguez Landscaping, Inc. did not submit the acknowledgement sheet for Addendum #2, as required in the RFP.
3. VisualScape, Inc. did not submit the documentation that demonstrates the financial ability to perform this contract, as required in the RFP.

Besides the informalities previously stated the proposers met the mandatory elements of Section 6 of the RFP. The packages were found generally to be compliant with the intent of the requisites in the RFP.

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Andreana Jackson

Commissioner
Eddie Lim

The proposal evaluation points for each contractor are as follows:

<u>Ranking</u>	<u>Bidder</u>	<u>Total Eval. Points Max 100</u>	<u>A- Expert & Exper. Points Max 50</u>	<u>B- Resp. of Ref. Points Max 25</u>	<u>C- Cost Points Max 25</u>	<u>Price Average</u>
4	Mitchell's Lawn, LLC.	12.25	8.25	2.00	2.00	\$126,494.50
3	E. Rodriguez Landscaping, Inc.	53.75	24.50	9.00	20.25	\$70,583.19
2	VisualScape, Inc.	63.25	23.50	17.25	22.50	\$78,900.00
1	SFM Services, Inc.	92.75	48.75	23.50	20.50	\$86,293.66

Therefore, out of a total of 100 points the highest ranked proposer, SFM Services, Inc., achieved 92.75 points.

The Technical Review Committee recommends that it is in the best interest of the Village that the Village Manager exercise the authority pursuant to Section 36.25 (N) (1) of the Village Code to negotiate the best terms and conditions with the responsive bidders or proposers. The reasons for these negotiations are stipulated above. Should the Village Manager choose to exercise his authority, we recommend that the bid be accepted, and a negotiation with SFM Services, Inc. be ensued.

CC: Ms. Yvonne Hamilton, Village Clerk for North Bay Village.

List of E-mails 10/10/16

1. Continuation of Month to Month Landscaping Services by SFM Services Inc 021716
2. Dead plants at Habor Island 052716
3. FW additional palm maintenance NBI 050916
4. FW East West Drive Proposal 022616
5. FW From FB 030916
6. FW Intersection of Hispanola and North Treasure 070116
7. FW N B Village fertilizer 8-2-12 PALM 070616
8. FW NBI SFM Landscape Proposal 062716
9. FW NBI SFM Landscape Proposal 070516
10. FW TOT LOT on Galleon Street 030915
11. FW Tree Trimming for Hurricane Season 042816
12. FW Vogel Park Fire Ants 031315
13. Fwd Dead Tree Replacement - Bulbout-7517 Mutiny Av 042516
14. Fwd Harbor island Bulb-out Maintenance 062116
15. Fwd Not Good enough graffiti 060315
16. Harbor island Bulb-out Maintenance 062216
17. Magnesium Treatment at crown and Base of Palm Trees 050115
18. NBV Items and Hurricane Season 041816
19. NBV Vogel Park Sod 090216
20. North Bay Island Installation 071216
21. pending items from 11 12 15 meeting 112015
22. Pirates alley needs trimming 032415
23. Pressure Cleaning of Streets 060316
24. RE 1881 South Treasure Drive Tree Removal Quote 041615
25. RE additional palm maintenance NBI 050916
26. Re Additional palm tree trimming 062116
27. RE City Clerk 072816
28. RE Dead Bottle Palm at North Bay Island Entrance 072116
29. RE Dead plants at Habor Island 061516
30. RE From FB 031216
31. Re North Bay Village Pending items 051816
32. RE North Bay Village Pending items 052316
33. RE Phillip Schonberger Park
34. Re PLANTERS ON EAST AND WEST DRIVE HARBOR ISLAND 042716
35. RE Pressure Cleaning of Streets 060816
36. RE Pressure Cleaning of Streets 061516
37. RE Pressure Cleaning of Streets 061616
38. RE Progress Meeting 082415
39. RE Residents Concerns 051815
40. RE sprinkler gone berserk 7810 Miami View 080415
41. Re Tree Trimming 052015

List of E-mails 10/10/16

- 42. RE Tree Trimming for Hurricane Season 050616
- 43. Roebelini Palm 091416
- 44. SFM Progress Meeting 04 21 16
- 45. Shell Gas Station foliage removal & Maintenance Contract 012516
- 46. Sidewalk Pressure Cleaning North Bay Village 061616
- 47. Teleconference Meeting Minutes 072716
- 48. Tree Trimming for Hurricane Season 042516
- 49. Vogel Park 051716



15980 NW 117 Ave
Miami, FL 33018
Contact: Ivan C. Vila 305-362-2404

*



North Bay Village
1666 Kennedy Causeway, Suite 300
North Bay Village, FL 33141

Village Landscaping Maintenance Services
RFP 2016-004



2011 FOR PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# V48861

**FILED
Feb 11, 2011
Secretary of State**

Entity Name: VILA AND SON TREE FARMS, INC.

Current Principal Place of Business:

20451 SW 216 STREET
MIAMI, FL 33170 US

New Principal Place of Business:

Current Mailing Address:

20451 S.W. 216 STREET
MIAMI, FL 33170 US

New Mailing Address:

FEI Number: 65-0349370

FEI Number Applied For ()

FEI Number Not Applicable ()

Certificate of Status Desired ()

Name and Address of Current Registered Agent:

KESHEN, NELSON C
9155 SO DADELAND BLVD
PH-1, 1718
MIAMI, FL 33156 US

Name and Address of New Registered Agent:

LEAL, RICARDO L
20451 SW 216 ST
MIAMI, FL 33170 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: RICARDO LEAL

Electronic Signature of Registered Agent

02/11/2011

Date

OFFICERS AND DIRECTORS:

Title: P
Name: CARLOS VILA, JUAN
Address: 20451 SW 216 STREET
City-St-Zip: MIAMI, FL 33170

Title: VP
Name: VILA, IVAN
Address: 20451 SW 216 STREET
City-St-Zip: MIAMI, FL 33170

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: JUAN CARLOS VILA

Electronic Signature of Signing Officer or Director

P

02/11/2011

Date

STATEMENT OF QUALIFICATIONS

3	PRELIMINARY SCOPE OF SERVICES
4	ABILITY TO MEET THE PROJECT SERVICES
5	EXPERIENCE
6	STAFF
7	REFERENCES
8	GOVERNMENTAL AGENCIES REFERENCES
9	LITIGATIONS
10	FINANCIALS
11	ADDITIONAL SERVICES RATES
12	INSURANCE



15980 NW 117 Ave
Miami, FL 33018
Contact: Ivan C. Vila 305-362-2404

Section 1

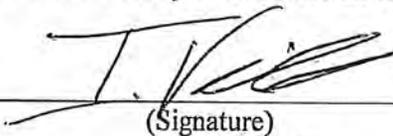
PROPOSAL SIGNATURE PAGE

BID/PROPOSAL SIGNATURE PAGE

How to submit Proposal:

It will be the sole responsibility of the Proposer to ensure that the Proposals reach North Bay Village, Village Hall, 1666 Kennedy Causeway, Suite 300, North Bay Village, Florida, 33141, prior to the RFP opening date and time listed. Proposals submitted by email or facsimile will NOT be accepted.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract, if approved by the Village and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

Submitted by:  9/8/2016
(Signature) (Date)
Name: Ivan Vila
Title: President
Company: VisualScape Inc. (Legal
Registration)

VENDOR, IF FOREIGN CORPORATION, SHALL BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit <http://www.dos.state.fl.us/doc/>).

Address: 15980 NW 117 Ave
City: Miami State: FL
Zip Code: 33018
Telephone No. 305-362-2404
FAX No. 305-362-2403
E-MAIL: IVila@visualscapeinc.com

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation.

SECTION 6- TERM OF AGREEMENT AND COMPENSATIONS

The term of this Agreement shall be three (3) calendar years from the date of Village's approval and shall be compensated for the total annual sum of \$ 78,900.00.
(to be typed in by bidder)

Payment to be processed by the Village on a monthly basis upon receipt of contractor's invoice.

The Village shall review the Contractor's performance each year on the anniversary of the date of the Village approval.

Village reserves the right to terminate contract after a thirty (30) day notice sent via certified mail.

**FORM 1
PROPOSAL PRICING SHEET**

Provide a proposal containing the total costs for the Village for landscaping maintenance services as described in this request for proposals scope of services. The total cost is to contain all direct and indirect costs including all out-of-pocket expenses. The selected vendor agrees not to exceed this amount. If the Village acquires additional land during the time of any of the below contracts, the Village and vendor will negotiate the cost of the additional services requested.

Any additional price quotes shall be submitted on a separate page and marked as an alternate quote for additional services or products.

<u>TOTAL COST FOR 1ST YEAR CONTRACT</u>	\$ 78,900.00
<u>TOTAL COST FOR 2ND YEAR CONTRACT</u>	\$ 78,900.00
<u>TOTAL COST FOR 3RD YEAR CONTRACT</u>	\$ 78,900.00

Taxpayer 45-2599402 **Identification** **Number:**

BIDDER: VisualScape Inc. _____
(Company Name)



(Signature of Authorized Representative)

Ivan Vila

(Printed Name and Title)

**FORM 2
PROPOSER'S STATEMENT OF ORGANIZATION**

1. Full Name of Business Concern (Proposer): VisualScape Inc.

Principal Business Address: 15980 NW 117 Avenue
Miami, FL 33018

2. Principal Contact Person(s): Ivan Vila
Juan Carlos Vila
Jose M. Quintero

3. Form of Business Concern (Corporation, Partnership, Joint Venture, Other):
Corporation

4. Provide names of partners or officers as appropriate and indicate if the individual has the authority to sign in name of Proposer. Provide proof of the ability of the individuals so named to legally bind the Proposer.

Name	Address	Title
Ivan Vila	15980 NW 117 Ave, Miami, FL 33018	President

If a corporation, in what state incorporated: Florida
Date Incorporated: June 21 2011
Month Day Year

If a Joint Venture or Partnership, date of agreement: n/a

5. List all firms participating in this project (including subVendors, etc.):

Name	Address	Title
1. VisualScape will self-perform		
2. <u> </u>		

6. Outline specific areas of responsibility for each firm listed in Question 5.

1.

n/a

2.

7. Licenses:

a. County or Municipal Occupational License No.

7130750, 7478421

(Attach Copy)

b. Occupational License Classification:

Services, Specialty Building Contractor

c. Occupational License Expiration Date:

September 30, 2017

d. Social Security or Federal I.D. No:

45-2599402

012315

Local Business Tax Receipt
Miami-Dade County, State of Florida
-THIS IS NOT A BILL - DO NOT PAY



6856166

BUSINESS NAME/LOCATION
VISUALSCAPE INC
15980 NW 117 AVENUE
MIAMI FL 33018

RECEIPT NO.
RENEWAL
7130750

EXPIRES
SEPTEMBER 30, 2017

Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10

OWNER
VISUALSCAPE INC
C/O IVAN C VILA
Employee(s) 10

SEC. TYPE OF BUSINESS
213 SERVICE BUSINESS

PAYMENT RECEIVED
BY TAX COLLECTOR
\$75.00 07/13/2016
CREDITCARD-16-039964

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit www.miamidade.gov/taxcollector

018256

Local Business Tax Receipt
Miami-Dade County, State of Florida
-THIS IS NOT A BILL - DO NOT PAY



7196149

BUSINESS NAME/LOCATION
VISUALSCAPE INC
15980 NW 117 AVE
MIAMI FL 33018

RECEIPT NO.
RENEWAL
7478421

EXPIRES
SEPTEMBER 30, 2017

Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10

OWNER
VISUALSCAPE INC
C/O IVAN C VILA PRES
Worker(s) 10

SEC. TYPE OF BUSINESS
196 SPECIALTY BUILDING CONTRACTOR
SCC131151702

PAYMENT RECEIVED
BY TAX COLLECTOR
\$75.00 07/13/2016
CREDITCARD-16-039964

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit www.miamidade.gov/taxcollector



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783**

(850) 487-1395

VILA, IVAN C
VISUALSCAPE, INC
15980 NW 117TH AVE
MIAMI FL 33018

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION**

SCC131151702 ISSUED: 07/10/2016

**CERTIFIED SPECIALTY CONTRACTOR
VILA, IVAN C
VISUALSCAPE, INC
IRRIGATION SPECIALTY CONTRACTOR**

IS CERTIFIED under the provisions of Ch.489 FS.
Expiration date : AUG 31, 2018 L1607100001800

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD**

LICENSE NUMBER	
SCC131151702	

The IRRIGATION SPECIALTY CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018



VILA, IVAN C
VISUALSCAPE, INC
15980 NW 117TH AVE
MIAMI FL 33018



ISSUED: 07/10/2016

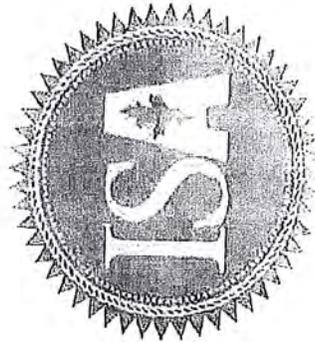
DISPLAY AS REQUIRED BY LAW

SEQ # L1607100001800

INTERNATIONAL SOCIETY OF ARBORICULTURE
CERTIFIED ARBORIST™

Ivan Carlos Vila

Having successfully completed the requirements set by the Arborist Certification Board of the International Society of Arboriculture, the above named is hereby recognized as an ISA Certified Arborist®



Jim Skiera, Executive Director
International Society of Arboriculture

Skip Kuman

Certification Board, Chair
International Society of Arboriculture

FL-6787A

Nov 07, 2015

Dec 31, 2018

Certification Number

Certified Since

Expiration Date



The Florida Nursery, Growers & Landscape Association
Confers on

Adrian Rivero **C39 00323**

The Title of
FNGLA Certified Landscape Contractor (FCLC)

Expiration Date: March 31, 2019
Certified Since: January 2006

Billy Butterfield, FNGLA President

Merry Mott, FNGLA Certification Director

FORM 5

DRUG-FREE WORKPLACE

The undersigned vendor (company) in accordance with Chapter 287.087, Florida Statutes, hereby certifies that VisualScape Inc. does:
(Name of Company)

1. Publish a statement notifying employees that the unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are under consideration a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the contractual services that are under consideration, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
7. As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



Signature (Blue ink only) Ivan Vila

Print Name

Title President

Date 9/8/2016

Witness my hand and official notary seal/stamp at VisualScape Inc. - Miami the day and year written above

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

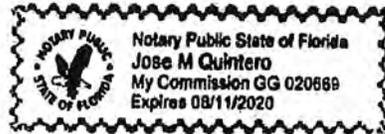
BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Ivan Vila as President, of VisualScape Inc., an organization authorized to do business in the State of Florida, and acknowledged executing the foregoing Form as the proper official of VisualScape Inc for the use and purposes mentioned in the Form and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/She is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 8 day of September, 2016.



NOTARY PUBLIC

My Commission Expires:





North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

Addendum 1

Issued on September 6, 2016

VILLAGE LANDSCAPING MAINTENANCE SERVICES

RFP NO. NBV RFP 2016-004

Issued by: North Bay Village

Notice to all Bidders:

1. Question:

Can you provide the yards of mulch for the city landscaping proposal? Page 21 section H

ANSWER: No, the Village does not have the amount. However, it is recommended that the bidders familiarize themselves with the Village right-of-ways and estimate the amount for their services.

2. Question:

Can you provide on average the amounts of plants used historically in the past for replacement or any info on Section G on page 20?

ANSWER: No, the Village does not have the amount. However, it is recommended that the bidders familiarize themselves with the Village right-of-ways and estimate the amount for their services.

3. Question:

What is the tree count or can you provide information on section D on page 20 from past services?

ANSWER: No, the Village does not have the amount. However, it is recommended that the bidder familiarize themselves with the Village right of way and estimate the amount for their services.

4. Question:
Irrigation repairs are to be included up to 1"inch pipe? Page 21 section G.

ANSWER: Up to 2" inch pipe with associated fittings and labor. However, it is recommended that the bidders familiarize themselves with the Village right-of-ways and estimate the amount for their services.

5. Question:
Confirm 24 cut mow schedule. Page 18 section A.

ANSWER: The Village recommends following the schedule shown in the RFP or every two weeks, whichever is shorter at the discretion of the Village.

6. Question:
What are the exact boundaries? We were just told the Causeway & the 3 islands. Is it possible to be given more definitive boundaries?

ANSWER: Using as a reference the picture in the RFP, the east most end bent of the first concrete bridge is the western Village limit. Proceeding east bound up to the west most end bent of the last bridge is the eastern limit of the Village.

7. Question:
Is it at all possible to be given a count of palms, annuals, mulch bags, or acreage of grass?

ANSWER: No, the Village does not have the amount. However, it is recommended that the bidders familiarize themselves with the Village right-of-ways and estimate the amount for their services.

8. Question:
I was actually wondering if this was previously bid out & if so, what was it bid at?

ANSWER: The scope of work from the previous bid has substantially changed, therefore it does not compare and the previous bid amount is not applicable.

9. Question:
Page 18 – Mowing: There is a typo on the months of service. February service is missing. Can you please clarify, and provide exact number of services requested per year?

ANSWER: The month of February should be included. The paragraph should read as follows:

▪ **Mowing**

Mowing will be performed in a worker like manner utilizing rotary power mowers. All turf areas shall be mowed once every two weeks during the growing season of May, June, July and August, and once every three weeks during the months of September, October, November, December, January, February, March and April.

10. Question:

Page 19 – Raking: States that use of leaf blowers is prohibited. Is this correct? Please confirm. Also, can you provide copy of City’s noise ordinance.

ANSWER: The use of leaf blowers will not be allowed. The noise ordinance is attached to this Addendum.

11. Question:

Page 20 – Plantings/Replacement: Need to know quantity of seasonal plants included in this replacement program otherwise it’s not an apples to apples comparison.

ANSWER: The Village does not have the amount. However, it is recommended that the bidder familiarize themselves with the Village right of way and estimate the amount for their services or as directed by the Village.

12. Question:

Page 21 – Mulching: No frequency of mulch application listed. Please clarify.

ANSWER: The Village does not have the frequency amount. However, it is recommended that the bidders familiarize themselves with the Village right-of-ways and estimate the amount for their services. In addition, the bidder should provide a minimum of 2” of mulch per application or as directed by the Village.

13. Question:

Page 22 – North Bay Island: First paragraph talks about maintaining trees, shrubs, and hedges within any public right of way on the island. Does this include the “undefined” right of way/swale in front of resident homes? Please clarify this with more specifics.

ANSWER: In North Bay Island, the Village right-of-way is approximately 25 feet from the roadway centerline on both sides. Any vegetation that encroaches on the right-of-way needs to be maintained.

14. Question:

Is a performance bond required?

ANSWER: YES, IT IS MANDATORY.

PROOF OF RECEIPT

Recipient Signature: _____



Print Name: _____

Ivan Vila

Company: _____

VisualScape Inc.

Date: _____

9/8/2016

SUBMIT WITH RFP RESPONSE

Chapter 96

NUISANCES, NOISE

General Provisions

- § 96.01 Amusement rides and carnival equipment prohibited.
- § 96.02 Odors, disturbing noise, and the like prohibited.

Noise Restrictions

- § 96.10 Excessive or unusual noises prohibited.
- § 96.11 Music.
- § 96.12 Bells, sirens, horns, and the like.
- § 96.13 Soft-drink stands or restaurants.
- § 96.14 Discharge of guns, firecrackers, and the like.
- § 96.15 Construction activity.
- § 96.16 Blowers, fans, and engines.
- § 96.17 Motorboats to have mufflers.
- § 96.18 Motor vehicle burglar alarms.

GENERAL PROVISIONS

§ 96.01 Amusement rides and carnival equipment prohibited.

(A) The operation or maintenance of any merry-go-round, Ferris wheel, roller coaster, whip, pony ride or pony ring, or any other similar amusement ride or carnival equipment within the municipal limits of the Village shall, for the purpose of this section be deemed a nuisance detrimental to the health, convenience, comfort, welfare, and safety of the citizens of the Village and the creation of such a nuisance is hereby declared to be unlawful.

(B) It shall be unlawful for any person to operate, maintain, or permit any merry-go-round, Ferris wheel, roller coaster, whip, pony ride, pony ring, or any other similar amusement ride or carnival equipment within the municipal limits of the Village.

(1964 Code, § 13-2; Ord. 122, passed 5-1-57; Am. Ord. 143, passed 12-10-58)

Cross reference—General penalty for Code violations, § 10.99.

§ 96.02 Odors, disturbing noise, and the like prohibited.

Whoever, in the Village, shall commit, or shall aid, abet, or assist another in maintaining any

source or cause of noxious odor or of any loud disturbing noise or other nuisance, or causing the same to exist, shall be guilty of an offense against the Village.

(1964 Code, § 13-7(z))

Cross reference—General penalty for Code violations, § 10.99.

NOISE RESTRICTIONS

§ 96.10 Excessive or unusual noises prohibited.

It shall be unlawful to make any loud, unnecessary, excessive, or unusual noise in the Village. (1964 Code, § 13-8(1); Ord. 198, passed 7-19-67)

Cross reference—General penalty for Code violations, § 10.99.

§ 96.11 Music.

(A) Operation of radios, phonographs, or other sound-making devices, bands, orchestras, and musicians. It shall be unlawful for any person owning, occupying or having charge of any building or premises or any part thereof, in the Village, at any time to cause or suffer or allow any loud, unnecessary, excessive, or unusual noises in the operation of any radio, phonograph, or other mechanical sound-making device, or instrument, or reproducing device or instrument, or in the playing of any band, orchestra, musician, or group of musicians, or in the use of any device to amplify the music of any band, orchestra, musician, or group of musicians, where the noise or music is plainly audible at a distance of 100 feet from the building, structure, vehicle, or premises in which or from which it is produced. The fact that the noise or music is plainly audible at a distance of 100 feet from the vehicle or premises from which it originates constitutes prima facie evidence of a violation of this section.

(1964 Code, § 13-8(z))

(B) Hours of operation of juke boxes and radios.

(1) It shall be unlawful for any person owning, occupying, or having charge of any

business establishment, or any part thereof, in the Village to cause or suffer to cause the playing or operating of music boxes, juke boxes, radios, musical instruments, or any other musical devices on or about the premises between the hours of 11:00 p.m. and 7:00 a.m. the following day; unless such music boxes, juke boxes, radios, musical instruments, and other devices are played or operated in a closed building and the sound is not audible from outside the building so as to disturb the quiet, comfort, or repose of persons in any dwelling, hotel, or other type of residence.

- (2) On a second conviction of this division, the municipal judge may, at his discretion, revoke and terminate any license issued by the Village to the licensee.

(1964 Code, § 13-8(3); Ord. 198, passed 7-19-67)

Cross reference—General penalty for Code violations, § 10.99.

§ 96.12 Bells, sirens, horns, and the like.

(A) It shall be unlawful for any person to ring any hand bell, beat, or strike any pan, pail, or other like article, or sound any gong or blow any whistle or horn, or other than musical instrument when used as part of a band of music or orchestra, except to give necessary signals on a motor vehicle, motorcycle, bicycle, or similar vehicle, or to cry out the sale of goods, wares, or merchandise; or to make, aid, continue, or encourage or assist in making any other loud or unusual noises on the streets of the Village.

(1964 Code, § 13-8(4))

(B) It shall be unlawful for any person to carry or use on any vehicle any gong or siren whistle similar to that used on ambulances or vehicles of the police and fire divisions.

(1964 Code, § 13-8(7); Ord. 198, passed 7-19-67)

§ 96.13 Soft-drink stands or restaurants.

It shall be unlawful to blow, ring, or sound any automobile horn, chime, or bell on or about premises used in conjunction with the operation of any barbecue or soft-drink stand or restaurant where such barbecue or soft-drink stand or restaurant

premises shall be located within a distance of 100 feet from improved residential property, unless such blowing, ringing, or sounding shall be necessary for the protection of life or property.

(1964 Code, § 13-8(5); Ord. 198, passed 7-19-67)

Cross reference—General penalty for Code violations, § 10.99.

§ 96.14 Discharge of guns, firecrackers, and the like.

It shall be unlawful to fire or discharge squibs, firecrackers, or other combustible substance in the streets or elsewhere for the purpose of making noise or disturbance, except on proclamation or by written permission of the Village Manager.

(1964 Code, § 13-8(6); Ord. 198, passed 7-19-67; Ord. No. 2011-06, § 4, 11-8-11)

Cross reference—General penalty for Code violations, § 10.99.

§ 96.15 Construction activity.

(A) It shall be unlawful for any person to conduct any new building construction operations on Saturdays and Sundays except in case of emergency as defined in division (B) below. On Monday through Friday, it shall be unlawful between the hours of 5:00 p.m. and 8:00 a.m. to operate or use any pile driver, steam shovel, pneumatic hammer, derrick, steam or electric hoist, power or hand saw, hand hammer, or other apparatus, machine, or tool, the use of which causes or is attended by loud or unusual noise, except in case of emergency as defined in division (B) below.

(B) For the purpose of this section the following definition shall apply unless the context clearly indicates or requires a different meaning.

"Emergency." Any circumstance or occurrence, the existence of which constitutes, causes, or threatens to cause a clear and present danger of loss of life or property or unjustified economic loss, or constitutes a menace to adjacent property or residents or a general threat to the public health, welfare, safety, and morals of the community.

(C) The Village Manager is empowered to determine and declare that an emergency condition exists within the definition contained in division

(B) above and authorize the construction activity at times other than allowed herein only as is necessary to meet the emergency. (1964 Code, § 13-8(8); Ord. 198, passed 7-19-67; Am. Ord. 83-18, passed 9-28-83; Am. Ord. 84-07, passed 8-28-84)

Cross reference—General penalty for Code violations, § 10.99.

§ 96.16 Blowers, fans, and engines.

It shall be unlawful to operate or cause to be operated any noise-creating blower or power fan or any internal combustion engine, the operation of which causes noises due to the explosion of operating gases or fluids, unless the noise from such blower or fan is muffled and such engine is equipped with a muffler device sufficient to deaden such noises, so that the same shall not cause annoyance to the public or disturb the rest and quiet of persons residing or occupying property near enough thereto to be annoyed by the unmuffled blower, fan, or exhaust of any such engine. (1964 Code, § 13-8(9); Ord. 198, passed 7-19-67)

Cross reference—General penalty for Code violations, § 10.99.

§ 96.17 Motorboats to have mufflers.

It shall be unlawful for any person to operate, or for the owners of any motorboat or outboard motorboat to permit same to be operated upon any river, bay or waterway in the Village, unless such motorboat or outboard motorboat is equipped with an adequate muffler, which muffler shall not be open or cutout while the boat is being operated. However, in the case of a sanctioned race, permission may be granted by the Village Manager to operate motorboats without mufflers.

(1964 Code, § 13-8(10); Ord. 198, passed 7-19-67)

Cross reference—General penalty for Code violations, § 10.99.

§ 96.18 Motor vehicle burglar alarms.

(A) Definition. The following term shall have the following meaning for purposes of this section:

"Alarm system" shall mean a motor vehicle siren or horn alarm system contained in or appurtenant to a motor vehicle, designed to activate and sound in the event of a break in or attempted invasion of the vehicle.

(B) It shall be unlawful for any motor vehicle equipped with an alarm system to activate and emit a siren or horn noise, audible at the distance of 100 feet intermittently or continuously within a period in excess of 15 minutes between the hours of 11:00 p.m. and 7:00 a.m.

(C) Any person who owns or has custody of any such offending motor vehicle shall be deemed in violation of this section and upon the first occurrence, receive a warning that a subsequent occurrence within 120 days shall result in enforcement action under Chapter 153 and subject to a civil penalty of up to \$100.00.

(D) Any duly designated law enforcement officer and code enforcement officer is authorized and empowered to enter without force upon private property in order to detect and issue a citation and/or notice of violation to and upon any person who violates the provisions of this section. (Ord. No. 93-12, § 1, 10-12-93)



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

Addendum 2

Issued on September 7, 2016

VILLAGE LANDSCAPING MAINTENANCE SERVICES

RFP NO. NBV RFP 2016-004

Issued by: North Bay Village

Notice to all Propers:

Sealed Responses clearly labeled with the RFP title and number must be received by mail or hand delivered on or before September 9, 2016, no later than 3:00 p.m. local time, at which time they will be publicly opened. Late submittals and facsimile submissions will not be considered. The respondent shall bear all costs associated with the preparation and submission of the submittal documents.

PROOF OF RECEIPT

Recipient Signature: _____
Print Name: Ivan Vila
Company: VisualScape Inc.
Date: 9/8/2016

SUBMIT WITH RFP RESPONSE

**FORM 7
INDEPENDENCE AFFIDAVIT**

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is President of VisualScape Inc., the Proposer that has submitted the attached Proposal;

2. (a) Below is a list and description of any relationships, professional, financial or otherwise that Proposer may have with the Village, its elected or appointed officials, its employees or agents or any of its agencies or component units for the past five (5) years.
(b) Additionally, the Proposer agrees and understands that Proposer shall give the Village written notice of any other relationships professional, financial or otherwise that Proposer enters into with the Village, its elected or appointed officials, its employees or agents or any of its agencies or component units during the period of the Contract.

(If paragraph 2(a) above does not apply, please indicate by stating, "not applicable" in the space below.)

3. I have attached an additional page to this form explaining why such relationships do not constitute a conflict of interest relative to performing the services sought in the RFP.



Signature (Blue ink only)

Ivan Vila

Print Name

President

Title

9/8/2016

Date

[Acknowledgment on following page.]

Not Applicable

Witness my hand and official notary seal/stamp at VisualScape Inc. - Miami the day and year written above

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

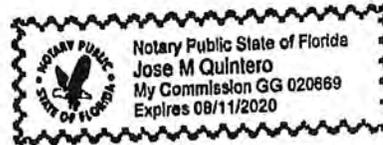
BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Ivan Vila as President, of VisualScape Inc., an organization authorized to do business in the State of Florida, and acknowledged executing the foregoing Affidavit as the proper official of VisualScape Inc. for the use and purposes mentioned in the Affidavit and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/She is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 8 day of September, 2016.



NOTARY PUBLIC

My Commission Expires:



**FORM 8
CERTIFICATION TO ACCURACY OF PROPOSAL**

PROPOSER, by executing this Form, hereby certifies and attests that all Forms, Affidavits and documents related thereto that it has enclosed in the Proposal in support of its Proposal are true and accurate. Failure by the PROPOSER to attest to the truth and accuracy of such Forms, Affidavits and documents shall result in the Proposal being deemed non-responsive and such Proposal will not be considered.

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is President of VisualScape Inc., the PROPOSER that has submitted the attached Proposal;
2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all Forms, Affidavits and documents submitted in support of such Proposal;
3. All Forms, Affidavits and documents submitted in support of this Proposal and included in this Proposal are true and accurate;
4. No information that should have been included in such Forms, Affidavits and documents has been omitted; and
5. No information that is included in such Forms, Affidavits or documents is false or misleading.



Signature (Blue ink only)

Ivan Vila

Print Name

President

Title

9/8/2016

Date

Witness my hand and official notary seal/stamp at VisualScape Inc. - Miami the day and year written above

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

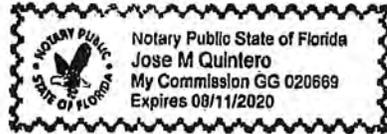
BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Ivan Vila as President, of VisualScape Inc., an organization authorized to do business in the State of Florida, and acknowledged executing the foregoing Form as the proper official of _____ for the use and purposes mentioned in the Form and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/She is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 8 day of September, 2016.



NOTARY PUBLIC

My Commission Expires:



**FORM 9
SWORN STATEMENT PURSUANT TO SECTION 287.133 (3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the NORTH BAY VILLAGE by:

Ivan Vila, President

[print individual's name and title]

for VisualScape Inc.

[print name of entity submitting sworn statement]

whose business address is 15980 NW 117 Avenue

Miami, FL 33018

and (if applicable) its Federal Employer Identification Number (FEIN) is 45-2599402
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____).

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to , any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of

the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in any person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133 (1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

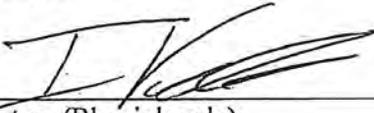
Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent of July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [Attach a copy of the final order.]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS

FOR THAT PUBLIC ENTITY ONLY, AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.



Signature (Blue ink only)

STATE OF FLORIDA)

)

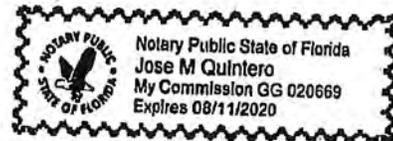
COUNTY OF MIAMI-DADE)

On this the 8 day of September , 20 16 , before me, the undersigned Notary Public of the State of Florida, personally appeared (Name(s) of individual(s) who appeared before notary) Ivan Vila and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

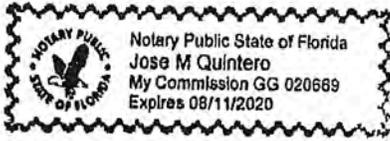
WITNESS my hand and official seal.



Notary Public, State of Florida



NOTARY PUBLIC:
SEAL OF OFFICE:



(Name of Notary Public: print, stamp or type as commissioned.)

Personally known to me, or

Personal identification:

(Type of Identification Produced)

Did take an oath, or

Did Not take an oath



15980 NW 117 Ave
Miami, FL 33018
Contact: Ivan C. Vila 305-362-2404

Section 2

STATEMENT OF QUALIFICATIONS



VisualScape is a team of seasoned green industry professionals who create partnerships with its Landscape Maintenance clients, providing them with a stress-free experience while servicing their landscaping maintenance needs. VisualScape uses an innovative model to manage its customer relations (CRM) – unheard of in Florida’s landscape industry, but successfully used in other states. The Client Relations Model provides a single point of contact for client concerns, facilitates a proactive communication to ensure efficient, and valuable service delivery. Your CRM representative will make sure your needs are taking care of, bring to your attention preventive measures and efficient/effective solutions to keep your landscape healthy. His main responsibility is to free our clients from managing their landscaping needs while keeping the grounds looking great!

We have combined our extensive years of experience installing and maintaining landscapes with a customer-driven business model to guarantee not only that your grounds are going to look impeccable but that you will have one less thing to worry about.

VisualScape provides ongoing training and education in order to provide the essential skills & knowledge to deliver the landscape and horticultural services required by our clients. Our focus and attention to detail will ensure we are delivering the highest level of service possible at all times. You will therefore see quality inspections, comprehensive crew training, a detailed process to support this training, focused attention from a Client Relations Manager, and our encouragement of greater participation from you to ensure that the detail consistently meets your expectations.

Our proactive approach to identify deficiencies and provide quality maintenance patrols consist of providing monthly evaluations from both the CRM and PM to provide accountability and improved quality. Providing only one point of contact for all your landscaping needs with clear and pro-active communication will result in quick response time.

VisualScape will provide the Village with adequate crews to perform the work listed on this RFP. We provide specialized crews for the different tasks required throughout the year including detail crews, mow crews, irrigation technicians, beautification crews, and arbor care crews. Our tem of over 100 green industry professionals are available to the Village to provide these services or any additional landscape services needed.


Ivan C. Vila
President



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Miami, FL 33018
Contact: Ivan C. Vila 305-362-2404

Section 3

PRELIMINARY SCOPE OF SERVICES



Preliminary Scope of Services

VisualScape will provide specialized landscape professional crews which will be dedicated to performing services for North Bay Village. All work will be performed as specified in this RFP. The crews' composition is as follows:

5 Man Detail/Mow Crew responsible for mowing, edging, Line trimming, lifting trees, pruning, shearing, and weeding shrub and groundcover beds, and debris removal. The crew will consist of:

- 1 - English speaking, experienced, and professional Supervisor and 4 trained Crew Members
 - 1 - Pick-up Truck with dump bed
 - 1 - Enclosed Trailer
 - 1 - Riding Mowers
 - 1 - Walk behind Mower
 - 1 - Push Mower
 - 2 - Edger
 - 2 - Line Trimmers
 - 2 - Trimmers
 - 1 - Power pruner
 - 1 - Pole Saw
 - 1 - Back Pack Sprayer
- Hand pruners, shears and other miscellaneous hand tools.

3 Man Tree/Palm Pruning crew. The crew will consist of:

- 1 - English speaking, experienced, certified tree trimmer/Supervisor and 2 trained Crew Members
 - 1 - Bucket Truck with dump bed
 - 1 - Chipper
 - 2 - High powered chain saw
 - 1 - Power pruner
 - 1 - Pole Saw
- Hand pruners, hand saws and other miscellaneous hand tools.



4 Man Enhancement/Mulching/Annual Flower Crew will complete the mulching and Annual flower change outs. Additional crews and Supervision will be available to the City for special projects. The crew will consist of:

- 1 - English speaking, experienced, and professional Supervisor and 3 trained Crew Members

- 1 - Pick-up Truck with dump bed

- 1 - Open Trailer

- 1 - Skid Steer

Wheel Barrels, rakes, shovels, picks, and other miscellaneous hand tools.

3 Man Fertilizer Crew will provide the Granular Fertilization to all landscape areas per specifications listed under the scope of work. The crew will consist of:

- 1 - English speaking, experienced, Certified Fertilizer applicator / Supervisor and 2 trained Certified Fertilizer applicator / Crew Members

- 1 - Pick-up Truck

- 1 - Open Trailer

- 1 - Gas powered spreader

Wheel Barrels, spreaders both wheeled and hand held, and other miscellaneous hand tools.

2 Man irrigation crew will complete the irrigation maintenance specified. The crew will consist of:

- 1 - English speaking, experienced, certified irrigation technician/Supervisor and 1 trained technician helper

- 1 - Irrigation Van

- 1 - Trencher (if applicable)

Miscellaneous irrigation parts and hand tools. Necessary for completing most irrigation repairs

1 - Working, highly trained, professional Production Manager will also be assigned to oversee these crews.

Our VisualScape Team creates partnerships with all of our customers and we take pride and ownership of all the properties we work on. If additional services / requests are required at any time we VisualScape will accommodate. Please consider us as a part of your team.



QUALITY ASSURANCE PROCESSES

Site Evaluations: Site evaluations are conducted monthly, at a minimum. It can be arranged more frequently if requested by the client. We ask that a client representative is available to accompany our Site Manager or Client Relations Manager during the site evaluation process. The site evaluation will focus on and identify the following:

- Review scope of work vs. performed work: identify any areas needing attention.
- Site Cleanliness: ensuring site is clean and free of landscape debris and litter.
- Risk Management: identifying & correcting any safety violations or hazards.
- Damages or repairs: identifying areas that may have been damaged due to our scope of work and repairing such damages.
- Crew training: conduct training with crew on identified areas during inspection needing reinforcement, such as pruning, debris pick-up, proper mower operation, and job site safety.

CRM (Customer Relations Manager) Model: The CRM model's main objective is to provide clear and proactive communication to our customers in order to enhance customer satisfaction. The CRM model takes what is known as the "Account Manager" role, and splits it in two: CRM (responsible for customer communication and development), and PM -production manager - (responsible for production).

Here is what this means to our customers:

- One point of contact for all your landscape needs
- Clear and pro-active communication
- Quick response time
- Minimize the time clients have to spend on managing the landscape
- Provide landscape budgets and solutions
- Monthly evaluations from both the CRM and PM provides accountability and improved quality

Employee Orientation: VisualScape's orientation is the introduction of employees to their jobs, co-workers and the organization by providing them with information regarding such items as quality service and safety standards, policies, procedures, company mission, goals, and culture.



It is absolutely necessary for the new employee to know that he/she will be entering a company where the health and safety of the employees are of primary importance, that complying with and ensuring compliance with safety measures and procedures is of extreme value, and that compliance with this duty can be rewarded, whereas noncompliance can result in disciplinary actions that can include dismissal.

During this orientation we make it clear that the booklet they receive, the Workplace Safety Program, contains all the regulations in condensed form that will help them behave in a manner that will prevent accidents and problems while working; therefore, it is reviewed carefully.

Employee Performance Evaluations & Incentives: Our Company conducts yearly employee evaluations. Performance is measured and rewarded based on key competencies including safety, quality, customer service, and job performance. Incentives such as merit bonuses and/or barbeques for top production crews are given every month.

On the Job Training: We encourage our employees to seek certifications and explore external resources for business related training and education. In many cases, the Company will pay for or reimburse the registration, tuition fee and or related expenses for approved seminars, workshops, and short courses conducted by recognized landscape and related trade associations.

In addition to that the Company provides internal training, for which we offer a wide variety of technical and non-technical courses in-house. We identify the needed courses through our site evaluations, customer feedback, performance evaluations and needs assessments. The training is conducted by our management team or resources such as vendors and suppliers that provide the latest trend and technology in the most commonly used industry equipment & products.

Safety Tool Box Meetings: Meetings held once a week at VisualScape yard. It is mandatory for all employees to attend. Topics are chosen from our library of 52 safety topics or the Workplace Safety Program.

Quarterly Safety Committee Meetings: A safety committee has been established to recommend improvements to our workplace safety program, and to identify corrective measures needed to eliminate or control recognized safety and health hazards.

The safety committee shall determine the schedule for evaluating the effectiveness of control measures used to protect employees from safety and health hazards in the workplace.



The safety committee will be responsible for assisting management in the following functions:

- Reviewing workplace safety rules
- Evaluating employee accident and illness prevention programs
- Providing and monitoring workplace safety education and training
- Review status of accidents occurred
- Safety supplies request & inventory

The safety program will be updated by evaluating employee accident injury records, establishing trends and patterns, and formulating corrective measures to prevent recurrence.

Safety committee members will participate in safety training and monitor workplace safety education and training to ensure that the safety program is being followed and pertinent information is being documented. Meetings are held quarterly.



Emergency Plan

In the event of a catastrophic emergency, equipment including trucks, loaders, wood chippers, hand tools, trucks, trailers, and all necessary equipment to perform job operations are available at the client's request. Emergency routes will be provided by supervisors and managers.

VisualScape participates and fully understands the disaster response plan in the cities and all adjoining cities within our service area, and follows their guidelines.

Emergency grids will be set up for employees working during an emergency. VisualScape maintains an active pre disaster plan in addition to a post-disaster plan, which includes five means of communication. Communication plans among management includes: cell phone, mobile radio, PDA, email, and smart phones. No employee will be left working alone; team action will be implemented. All communication / IT equipment will be forwarded to mobile devices to keep open lines of communication with clients, employees, and vendors.

Crew members will report to an assigned supervisor, who will take visual head counts based on current employee rosters. All Managers are trained in basic first aid and safety procedures.

Emergencies can/will be reported by any employee who witnesses it. All crews have radios in which to communicate.

For catastrophic response events, "Typical Emergency Crew" consists of a four-man crew, dump truck, dump trailer, and all necessary saws and hand tools. Loader, skid steer, and wood chipper can also be provided as needed. Emergency crew is billed separately from contract revenues at a per our rate.

Local Emergency Call List:

Ivan C. Vila (President / CRM) – 786-859-1331
Juan C. Vila (Director of Operations) – 786-288-9393
Adrian Rivero (Enhancement Manager) – 786-367-4686
Jose Quintero (Administrative) – 786-449-6242



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Section 4

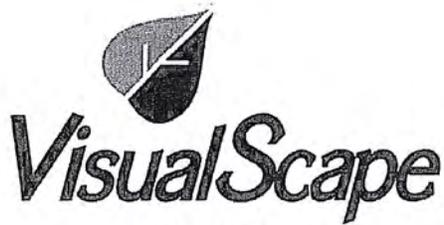
ABILITY TO MEET PROJECT SERVICES



Yearly Landscape Management Schedule

Service	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Turf Care	1	1	1	2	2	2	2	2	2	1	1	1
Shrubs, Hedge, and Ground Cover	1	1	1	2	2	2	2	2	2	1	1	1
Trees and Palms	1	1	1	2	2	2	2	2	2	1	1	1
Annual Pruning of Palms					1							
Weed Control	1	1	1	2	2	2	2	2	2	1	1	1
Planting/Annuals				1						1		
Litter	1	1	1	2	2	2	2	2	2	1	1	1
Fertilization			1			1				1		
Mulching												
Irrigation Maintenance	1	1	1	1	1	1	1	1	1	1	1	1

- This schedule is a guideline for services to be performed throughout the year. Dependant on weather, growing patterns, and specific needs of the landscape this schedule is subject to adjustments in order to achieve the optimum quality of landscape.



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Miami, FL 33018
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Section 5

EXPERIENCE



Experience

The following are ongoing projects to detail past experience on maintenance contracts:

Miami-Dade Aviation Department – Molly Adams, Landscape Architect
Miami, Florida 33102-5504
Phone: 305.876.7380,
Fax: 305.869.4165

- Miami International Airport Section Group #1 – Total acres 95
- Opa Locka Executive Airport Group #4
- Tamiami Executive Airport Group #5

Services provided for these locations include: Turf mowing, daily trash pick-up, shrub and groundcover trimming, tree and palm pruning/trimming, fertilization of all plant material and sod areas, mulching, pest and disease inspection and treatment, and water truck services.

Contractual services started on January of 2014 and continue through June 31, 2017.

Town of Cutler Bay - Alfredo Quintero, Public Works Department – Total acres 55
10720 Caribbean Blvd
Cutler Bay, FL 33189
Phone: 305.234.4262, Fax 305.234.4251

- Landscape Maintenance Services (Right-of-Ways) RFP #13-02

Services provided include: Turf mowing, trash pick-up, shrub and groundcover trimming, tree and palm pruning/trimming, fertilization of plant material and sod areas, mulching, pest and disease inspection and treatment, and water truck services.

Contractual services started on June of 2013 and continue through June of 2019.

City of Hialeah - Hector Ranzola, Public Works – Total acres 25
5601 East 8 Ave
Hialeah Fl. 33013
Office 305.687.2611, Fax 305.687.2632

- Maintenance Contract #2011/2012-3210-12-010 Section 3 and Section 4 and Cultural Park

Services provided include: Turf mowing, trash pick-up, shrub and groundcover trimming, tree and palm pruning/trimming, fertilization of plant material and sod areas, mulching, pest/disease inspection and treatment, and water truck services.

Contractual services started on September of 2012 and continue through September 2017



15980 NW 117 Ave
Miami, FL 33018
Contact: Ivan C. Vila 305-362-2404

Section 6

STAFF

About VisualScape

VisualScape is a team of seasoned green industry experts committed to create partnerships with its Landscape Maintenance clients, providing them with a stress-free experience while servicing their landscaping maintenance needs.

We use an innovative model to manage our customer relations (CRM) – unheard of in Florida’s landscape industry, but successfully used in other states. The Client Relations Model provides a single point of contact for client concerns, facilitating proactive communication to ensure efficient, valuable service delivery. Your CRM representative will make sure your needs are taken care of, bring to your attention preventive measures and efficient/effective solutions to keep your landscape healthy. His main responsibility is to free you from managing your landscaping needs while keeping your grounds looking great!

We have combined our extensive years of experience installing and maintaining landscapes with a customer-driven business model to guarantee not only that your grounds are going to look impeccable but that you will have one less thing to worry about.



Ivan C. Vila

President/CRM

Core Responsibilities

- Oversee and enforce quality control measures
- Manage Agronomic programs
- Responsible for preparing and managing both operating and capital improvement budgets for all properties in portfolio.
- Budget Formulation & Administration
- Responsible for revenue growth, profitability, customer satisfaction, and employee development.
- Oversee Customer Relations program
- Hire and Manage subcontractors
- Strategic & Tactical Planning/Corporate Vision
- Policy & Procedure Creation/Implementation

Juan C. Vila

Operations Manager

Core Responsibilities

- Multi-Site Operations Management
- Team Training, Coaching & Empowerment
- Workflow Planning & Prioritization
- Vendor Selections & Negotiations
- Recruiting and hiring
- Scheduling
- Fleet Management
- Safety Program Implementation

Jose M. Quintero

Estimating

Core Responsibilities

- Estimating/Bids/Proposals
- Billing for Landscape Construction and special projects
- New Job/Contract set up and documentation logistics
- COI and Bond Requesting
- Material Purchasing
- Fleet assistance and tracking



Mercy Navarro

Human Resources

Core Responsibilities

- General Administrative Duties
- New Hire Orientation and Application Process
- Payroll
- Billing for Maintenance Department
- Accounts Payable
- Company Licenses and Certification maintenance

Wilfrid Milien

Maintenance Production Manager

Core Responsibilities

- Training of new Maintenance field employees
- Dispatch and logistics of Maintenance crews
- Scheduling and routing for Maintenance crews

Adrian Rivero

Enhancement /Arbor manager

Core Responsibilities

- Training of New Landscape Construction and Arbor employees
- Dispatch and logistics of landscape Construction and Arbor crews
- Scheduling and routing for Landscape Construction and Arbor crews
- Employee Supervision and management



President Resume

CAREER SUMMARY

Well-rounded business professional with over 14 years of green industry experience. Proven track record implementing customer service initiative and quality control measure in two nationally acclaimed industry companies.

Key areas of expertise include:

- Strategic Planning
- Integrated Pest Management
- Customer Service
- Operations Management
- Agronomic Programs
- Site Safety/OSHA Compliance
- Bidding/Estimating/Proposals
- Landscape Installation projects
- Horticultural Knowledge
- Vendor & Customer relationships
- Budgeting & Cost Controls
- Quality Control
- Leadership
- Communications Skills
- Property maintenance experience
- Project planning & scheduling

PROFESSIONAL EXPERIENCE

VisualScape Inc.,
Miami, FL

Lawn maintenance Company established in June 2011. The main focus of the Company is to provide lawn maintenance services and installation to commercial properties throughout Florida. VisualScape has an emphasis on premier customer service and quality along with an experienced team that can provide full landscape services to its client base.

Owner/President

June 2011 – Present

- Oversee and enforce quality control measures
- Manage Agronomic programs
- Responsible for preparing and managing both operating and capital improvement budgets for all properties in portfolio.
- Inspect all new construction activities to ensure landscape quality is at the highest standard prior to turnover to property management/client.
- Responsible for revenue growth, profitability, safety performance, customer satisfaction, and employee development.
- Oversee of Customer Relations program
- Hire and Manage subcontractors



Vila & Son Landscaping Corporation

Tampa, FL

Large Commercial Landscape Company that operated in 8 locations statewide with a range of employees of 500-900 at peak.

Customer Relations Manager / Operations Manager

February 2011 – May 2011

- Established a new customer-relations management approach resulting in an increase in customer satisfaction, retention, and referrals.
- Managed all aspects of a 2.2 million dollar maintenance book of business including 7 maintenance routes, 47 employees, 35 customers, and 47 properties.
- Responsible for scheduling and managing labor for assigned accounts. Increased revenue earned per man hour by 20%.
- Created and lead weekly safety and training meetings for all branch employees.
- Built monthly budgets and achieved monthly profit goals.
- Responsible for achieving high customer survey results.
- Ensured all equipment was properly maintenance and service.
- Attended Home Owners Associations board meetings monthly.

HighGrove Partners

Atlanta, GA

Serving the needs of metropolitan Atlanta since 1989, HighGrove Partners provides a comprehensive range of landscape and land development services to office parks, commercial buildings, and institutional and community facilities.

Services include landscape architecture, design-build, installation, land development services, maintenance, seasonal color, irrigation and water management.

Apprentice CRM / Customer Relations Manager

March 2010 – January 2011

- Trained with operations, upper management, and other CRMs, in order to learn the maintenance business.
- Learned many landscape maintenance procedures in both operations and customer relations essential to any landscape maintenance.
- Managed 950K of maintenance accounts including 45 properties (HOAs, industrial, office, apartment, and retail).



- Met with clients on a regular basis to build relationships, discuss maintenance issues, review and build budgets, sell enhancements, and create referral business.
- Secured a 100% retention rate on all accounts.
- Prospected for potential clients outside of current accounts to generate additional business; built and performed sales presentations.

Vila & Son Landscaping Corporation

Miami, FL

Estimator/Senior Estimator

February 2007 – January 2009

- Managed and cross-trained a team of four estimators.
- Lead weekly estimating meetings, reviewing current and future proposals, emphasizing the importance of building relationships and following up with customers.
- Established group estimating including production personnel to produce accurate estimates.
- Established a system which generated more last look opportunities.

Vila & Son Landscape Depot

Loxahatchee, FL

Manager

September 2005 – January 2007

- Lead the team that created the Vila & Son Landscape Depot facility.
- Sold a variety of landscape and hardscape materials to both retail and wholesale customers.
- Managed a team of six employees, consisting of a sales/designer, a driver, a crew leader, and three gardeners.
- Helped assemble marketing plans, including advertising, implementing promotions, and participating in several home and plant shows.

Vila & Son Landscaping Corporation

Miami, FL

Several positions

2001 – 2005

- Gardener; crew leader; field supervisor; estimator assistant; project manager assistant.



EDUCATION & TRAINING

Florida International University
Miami, FL

Bachelor of Business Administration Degree
December 2009

- Major: Management
- 3.1 GPA

OSHA 30 Hours
OSHA, Miami, FL 2009

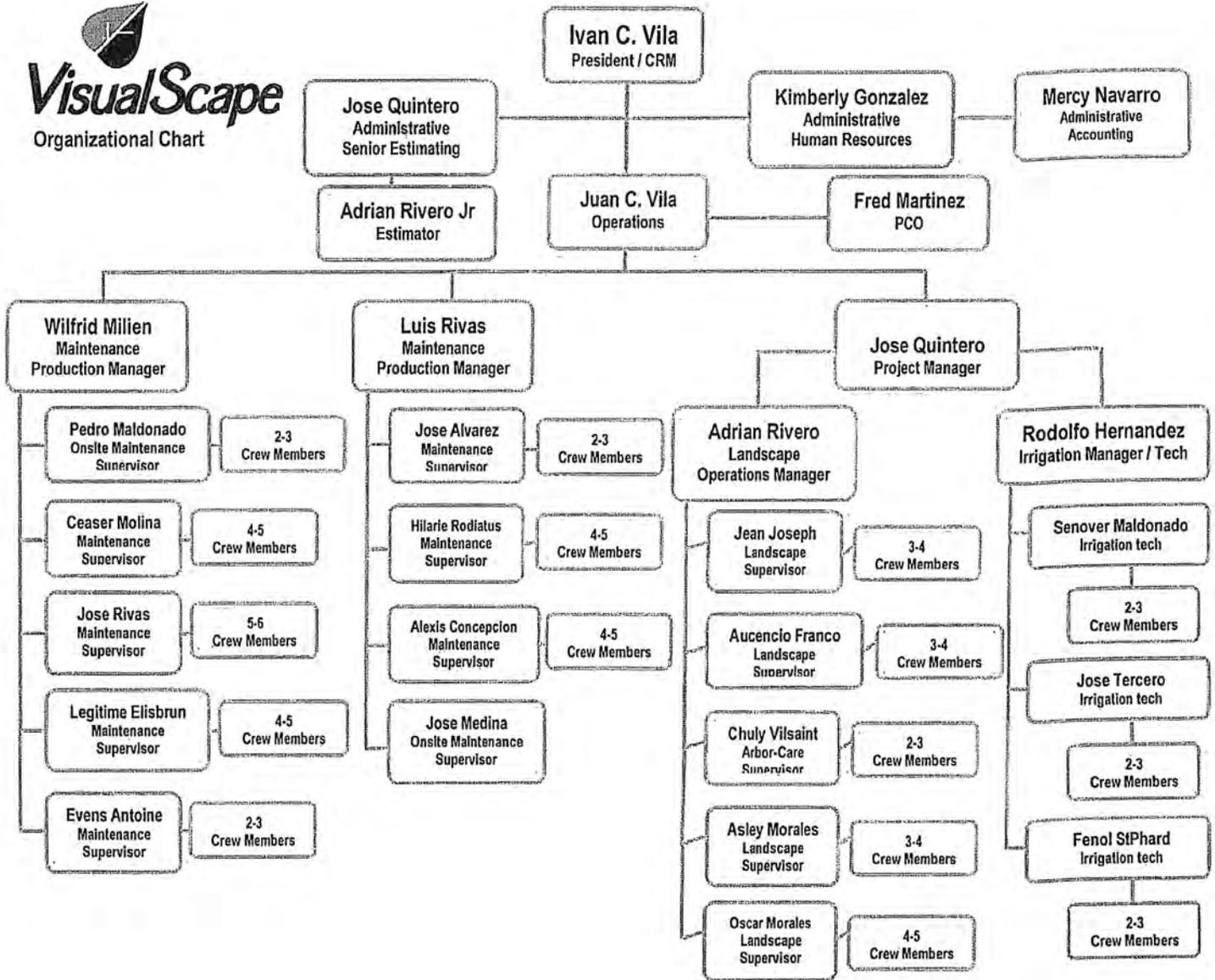
Irrigation Contractor License
Lic No. SCC131151702

ISA Certified Arborist
Lic No. FL-6787A



QUALITY MANAGEMENT & ORGANIZATION

VisualScape Inc. has a qualified team with more than 30 years of industry experience to service their customer base in all their Landscape needs. This team is trained in identifying and correcting deficiencies in properties through quality control measures. Our company quality management conforms to the following organizational structure:



Ivan C. Vila has more than 14 years of experience in the green industry performing various positions such as estimating, account management, client relations, and operations for both landscape installation and maintenance. This experience allows him to manage the business from all perspectives – client, employees, financials, etc. He has implemented procedures to ensure that everyone adheres to clear quality control measures and horticultural best practices. He is responsible for fielding and handling customer request/needs and provides proactive communication and solutions in the areas of quality, safety, enhancements, budgeting, scheduling.

Juan C. Vila has more than 30 years of experience in the green industry, most of them owning an award-winning, state-wide, \$70-million a year landscaping company with more than 700 employees. His main focus has always been the building of client relationships and promoting a culture of success through integrity and commitment in his enterprises. At the core of his business philosophy is giving back to the community – among the several commitments he has been involved in he has dedicated much of his efforts in support of the Fisher House MVA.

He is responsible for operations, oversees scheduling, and is in constant communication with the CRM (customer relations manager) at all times to ensure the customer is aware of what services are taking place on the property on any given day.

Jose Quintero: Jose has over 20 years of experience in the green industry. He has managed several different aspects of the business including accounting, estimating, project management, and customer service. He is responsible that all administrative items from estimating through billing run smoothly and that all customers receive optimum level of service from all members of the team.

Wilfrid Milien: Wilfrid has more than 20 years of experience in the green industry. His expertise is in managing high end commercial lawn maintenance properties, ensuring that all maintenance clients are satisfied and that his supervisors are performing at optimum levels of quality through horticultural best practices. Wilfred is responsible for directing his crews to perform based on the scope of work of each project. He also trains his supervisors on the technical aspects of the job along with the quality safety standards of the company.

Adrian Rivero: Adrian has more than 15 years of experience in the green industry. He holds the Florida Certified Landscape Technician (FCLT) certification from the Florida Landscape & Nursery Growers Association. He has managed Landscape installation projects from \$10k up to \$4 million in revenue, giving our clientele a quality product in an efficient, timely, and safe way. He is responsible for the design, scheduling, and completion of VisualScape beautification projects as well as arbor-care.

Rodolfo Hernandez: Rodolfo has more than 14 years of experience in the green industry. He holds the Florida Certified Landscape Technician (FCLT) certification from the Florida Landscape & Nursery Growers Association. Rodolfo has supervised large irrigation installation projects as well as maintenance projects of various sizes. He is responsible for scheduling, training, and quality assurance standards for irrigation installation and maintenance.

Luis Rivas: Luis has more than 10 years of experience in the green industry. His expertise is servicing high end commercial lawn maintenance clients, ensuring that all maintenance clients are satisfied and that his crew services at the upmost quality through horticultural best practices. Luis is a working supervisor responsible for directing his crew to perform based on the scope of work of each project.

Senover Maldonado: Senover has more than 15 years of experience in the green industry. His expertise is in servicing the irrigation systems of large commercial properties. He also has experience in the installation of large irrigation systems as well as trouble shooting issues. His responsibility is to inspect properties and ensure that all systems are operational performing as efficiently as possible.

Chuly Vilsaint: Chuly had over 17 years of experience in the green industry. His area of expertise is arbor-care. He has experience in maintaining and pruning trees for large municipal clients. His responsibility is to perform all arbor care work required including climbing ensuring that all work is completed using horticultural best practices.





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Miami, FL 33018
Contact: Ivan C. Vila 305-362-2404

Section 7

REFERENCES

**FORM 4
REFERENCES**

The Proposer shall provide a minimum of three (3) references of public and or private agencies presently being served by the Proposer with similar services to those being proposed in this Proposal.

1. Name of Agency: The Towers of Quayside
Address: One Quay Blvd
Miami, FL 33138
Phone Number: 305-895-7100
Principal Contact Person(s): Tom Davis - quaymgt@aol.com
Year Contract Initiated: March 2014
2. Name of Agency: The W Hotel Sauth Beach
Address: 2201 Collins Avenue
Miami Beach, FL 33139
Phone Number: 305-938-3001
Principal Contact Person(s): Gregory Polino - Gregory.Polino@whotels.com
Year Contract Initiated: July 2011
3. Name of Agency: Nirvana Master Association
Address: 703 NE 63 Street
Miami, FL 33138
Phone Number: 305-762-4111
Principal Contact Person(s): Maria Machin - maria.machin@nirvanacondos.net
Year Contract Initiated: November 2011



15980 NW 117 Ave
Miami, FL 33018
Contact: Ivan C. Vila 305-362-2404

Section 8

GOVERNMENTAL AGENCIES REFERENCES

**FORM 4
REFERENCES**

The Proposer shall provide a minimum of three (3) references of public and or private agencies presently being served by the Proposer with similar services to those being proposed in this Proposal.

1. Name of Agency: Miami-Dade Aviation Department
Address: P.O. Box 025504
Miami, FL 33102-5504
Phone Number: 305-876-7380
Principal Contact Person(s): Molly Adams or Debra Charles
Year Contract Initiated: January 2014
2. Name of Agency: Town of Cutler Bay
Address: 10720 Caribbean Blvd. Suite 105
Cutler Bay, m FL 33189
Phone Number: 305-234-4262
Principal Contact Person(s): Alfredo Quintero
Year Contract Initiated: June 2013
3. Name of Agency: City of Hialeah
Address: 5601 East 8 Avenue
Hialeah, FL 33013
Phone Number: 305-687-2611
Principal Contact Person(s): Hector Ranzola or Tina Figueroa
Year Contract Initiated: June 2012



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Contact: Ivan C. Vila 305-362-2404

Section 9

LITIGATIONS



VisualScape Inc. has no previous or current litigation or arbitration history.



Ivan C. Vila
President



15980 NW 117 Ave
Miami, FL 33018
Contact: Ivan C. Vila 305-362-2404

Section 10

FINANCIALS



Financial Reports

VisualScape Inc. is able and will provide Financial Reports upon your request. VisualScape did not include this information here in because documents submitted as part of this RFP will become public information. VisualScape would prefer to keep these documents private. VisualScape is financially capable to provide the services requested in this RFP.

A handwritten signature in black ink, appearing to read "I Vila", with a long horizontal flourish extending to the right.

Ivan Vila
President



15980 NW 117 Ave
Miami, FL 33018
Contact: Ivan C. Vila 305-362-2404

Section 11

ADDITIONAL SERVICES RATES



The following rates may be used for additional services not provided in contract:

Laborer - \$28.00 hour

Small earth moving equipment with operator - \$65.00 hour

Supervisor - \$65.00 hour

Irrigation Technician - \$55.00

3 man tree crew with all small engine equipment, bucket truck and chipper -
\$145.00 hour

Dump Truck 10 cubic yards with driver \$65.00 hour

Dumping Fees per cubic yard \$25.00

Additional Mulch per pallet \$332.00 each

St Augustine Sod per pallet \$325.00 each

Pest Control - including chemicals \$150.00 hour

Arborist Certified \$145.00 hour

Soil Test \$125.00 each

Water Truck with operator \$75.00 hour



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Section 12

INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/5/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Florida, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME: Willis Certificate Center PHONE (A/C, No, Ext): (877) 945-7378 FAX (A/C, No): (888) 467-2378 E-MAIL ADDRESS: certificates@willis.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Hartford Casualty Insurance Company</td> <td>29424</td> </tr> <tr> <td>INSURER B: Trumbull Insurance Company</td> <td>27120</td> </tr> <tr> <td>INSURER C: Bridgefield Employers Insurance Company</td> <td>10701</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hartford Casualty Insurance Company	29424	INSURER B: Trumbull Insurance Company	27120	INSURER C: Bridgefield Employers Insurance Company	10701	INSURER D:		INSURER E:		INSURER F:
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INSURER E:														
INSURER F:														
INSURED VisualScape, Inc 15980 NW 117 Avenue Hialeah, FL 33018														

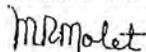
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			21UENOK3212	01/01/2016	01/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PO/AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			21UENKO3212	01/01/2016	01/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			21HHUOK3213	01/01/2016	01/01/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	52043443	01/01/2016	01/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
General Liability: Additional Insured Provided Where Required by Written Contract. Coverage is Primary and Non Contributory. Waiver of Subrogation is Provided where required by written contract

Workers Compensation: Blanket Waiver of Subrogation Where Required by written Contract

CERTIFICATE HOLDER Proof of Insurance	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A COLOR FOR PAINTING THE BUS SHELTERS THROUGHOUT THE VILLAGE; SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)

WHEREAS, the Village entered into an agreement with Gold Coast Transit, Inc. on May 10, 2016 for supplying, repairing, and maintaining public bus shelters throughout the Village at no cost to North Bay Village; and

WHEREAS, the agreement also provides for repainting the existing bus shelters; and

WHEREAS, the Village Manager provided color selection charts to the Community Enhancement Board at its meeting held on September 29, 2016, seeking a recommendation for a color to paint the bus shelters; and

WHEREAS, the Community Enhancement Board recommended the following colors:

First Choice:
201 Silver Gray

Second Choice:
103 Platinum Gray

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. That each of the above-stated recitals is hereby adopted.

Section 2. Commission Action. The Commission hereby approves the color selections for painting the bus shelters throughout the Village, as recommended by the Community Enhancement Board.

Section 3. Effective Date.

This Resolution shall become effective upon its adoption.

The motion to adopt the foregoing Resolution was offered by _____, seconded by _____.

FINAL VOTE ADOPTION:

Mayor Connie Leon-Kreps _____
Vice Mayor Jorge Gonzalez _____
Commissioner Richard Chervony _____
Commissioner Andreama Jackson _____
Commissioner Eddie Lim _____

PASSED and ADOPTED this 25th day of October 2016.

MAYOR CONNIE LEON-KREPS

ATTEST:

YVONNE P. HAMILTON, CMC
Village Clerk

APPROVED AS TO FORM:

Robert L. Switkes & Associates, P.A.
Village Attorney

North Bay Village Resolution: Color for Painting Bus Shelters in the Village.



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

MEMORANDUM

North Bay Village

DATE: October 14, 2016

TO: Yvonne P. Hamilton, CMC
Village Clerk

FROM: Frank K. Rollason 
Village Manager

SUBJECT: Introduction of Resolution

Pursuant to Section 3.08 of the Village Charter, I hereby introduce the following Resolution:

**A RESOLUTION OF THE COMMISSION OF
NORTH BAY VILLAGE, FLORIDA, APPROVING A
COLOR FOR PAINTING THE BUS SHELTERS
THROUGHOUT THE VILLAGE; SETTING AN
EFFECTIVE DATE.**

Accordingly, please place the item on the next available agenda.

FKR:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Andreana Jackson

Commissioner
Eddie Lim

TRANSIT SHELTER AGREEMENT

This Transit Shelter Agreement, made and entered into this 10th day of MAY, 2016, by and between North Bay Village, a political subdivision of the State of Florida, (the "Village"), and Gold Coast Transit, Inc., a Florida corporation in good standing and having its principal place of business at 3941 S.W. 47 Avenue, Davie, Florida 33314 (hereinafter referred to as Gold Coast, the Gold Coast Companies, or contractor).

WITNESSETH:

WHEREAS, on November 25, 2003, North Bay Village entered into an ten (10) year agreement with Street Furniture Advertising Group, Inc. ("SFAG"), which obligated SFAG to supply erect, install, repair and maintain public bus shelters at no cost to North Bay Village (the "Original Agreement"), attached hereto as Exhibit "A"; and

WHEREAS, on December 18, 2003, SFAG and Gold Coast Transit, Inc., entered into an Assignment of City Agreement wherein SFAG assigned its rights, title, and interest in the Original Agreement to Gold Coast Transit, Inc. attached hereto as Exhibit "B"; and

WHEREAS, pursuant to the terms and conditions of the Original Agreement, North Bay Village had the sole option to renew the Original Agreement for one (1) additional five (5) year term, before November 24, 2013; and

WHEREAS, North Bay Village did not timely exercise its renewal option; and

WHEREAS, as of November 25, 2013 and all times subsequent thereto, Gold Coast Transit, Inc., continued to perform its contractual obligations on a month-to-month basis, and its performance inured to the benefit of all parties, including the residents of North Bay Village; and

WHEREAS, North Bay Village and Gold Coast Transit, Inc., desire to enter into this Transit Shelter Agreement governing their future rights and responsibilities and adopt the terms and conditions of the November 25, 2003 Original Agreement and the December 18, 2003 Assignment of City Agreement except as provided herein below; and

WHEREAS, both North Bay Village and Gold Coast Transit, Inc. agree that the end date of this new Transit Shelter Agreement shall be November 24, 2018;

NOW THEREFORE, in consideration of the mutual promises expressed herein, the parties agree as follows:

1. The above recitations are true and correct and are incorporated by reference.
2. The parties hereby adopt and incorporate by reference, in furtherance of this Transit Shelter Agreement, all terms and conditions set forth in the Original Agreement dated November

25, 2003 (Exhibit "A") and the Assignment of City Agreement dated December 18, 2003 (Exhibit "B").

3. The parties agree to perform all obligations of this Transit Shelter Agreement until November 24, 2018 at which time this Transit Shelter Agreement shall end.

4. In addition to the terms and conditions specified in the Original Agreement and the Assignment of City Agreement, Gold Coast Transit, Inc., will provide (on a space available basis) advertising panels to promote North Bay Village community events. The cost for printing and posting of the advertising panels shall be paid by Gold Coast Transit, Inc. The Village shall notify Gold Coast at least twenty-one (21) days prior to community events and will provide artwork at least ten (10) days prior to desired posting of the displays.

5. In addition to the terms and conditions specified in Original Agreement and the Assignment of City Agreement, Gold Coast Transit, Inc., shall repaint the existing shelters and shall provide the Village Manager, or a selected committee, with suitable paint color samples from which to make a final color selection.

6. For purposes of notice under this Transit Shelter Agreement, all notices must be in writing, sent by U.S. mail, postage pre-paid, return receipt requested, addressed to the party for it whom it is intended at the place last specified. The address for giving all notice, until such time as it is changed by a writing delivered in the manner set forth herein, is:

For North Bay Village:

Mr. Frank Rollason, City Manager
North Bay Village
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141

For Gold Coast Transit, Inc.:

Alison J. Oliver, Vice President
Gold Cost Transit, Inc.
3941 SW 47 Avenue
Davie, Florida 33314

IN WITNESS WHEREOF, each party set forth below has executed this Transit Shelter Agreement on the respective dates under each signature.

GOLD COAST TRANSIT, INC.

By: *Alison J. Oliver*
Alison J. Oliver, President
Date: 6/20/16

NORTH BAY VILLAGE

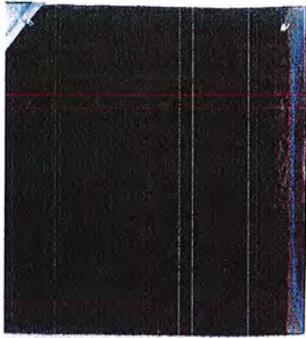
By: *Frank Rollason*
Frank Rollason, Village Manager
Date: 5/13/16

ATTEST:

Yvonne P. Hamilton
YVONNE P. HAMILTON, CMC
Village Clerk

APPROVED AS TO FORM:

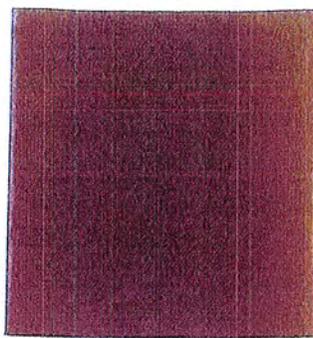
Robert L. Switkes
Robert L. Switkes & Associates, P.A.
Village Attorney



178 Oxford Brown
Marrón Oxford



424 Duronodic Bronze (Satin)
Bronce Duronódico (Satinado)



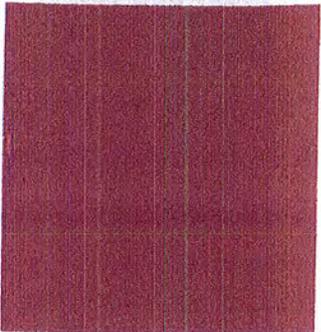
368 Walnut
Nuez



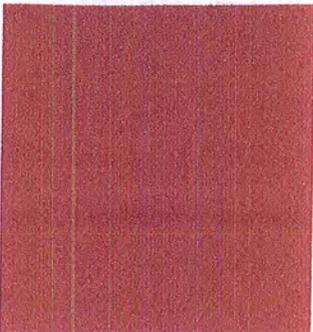
110 Sandstone
Arenisca



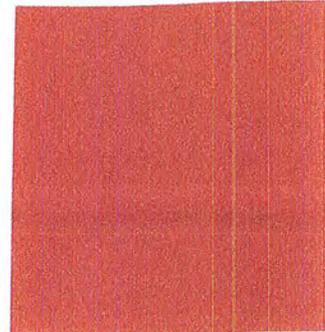
108 Terra Cotta
Terracota



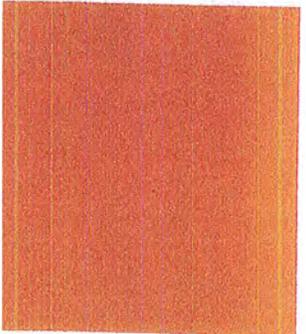
938 Safety Red
Rojo De Seguridad



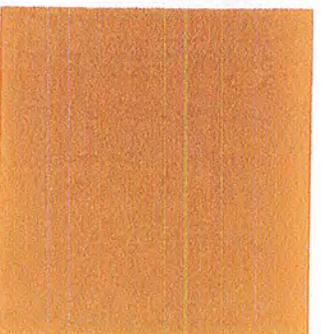
136 OSHA Red
Rojo De OSHA



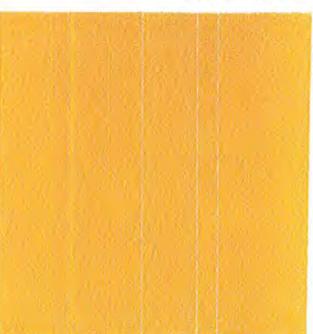
142 International Orange
Naranja Internacional



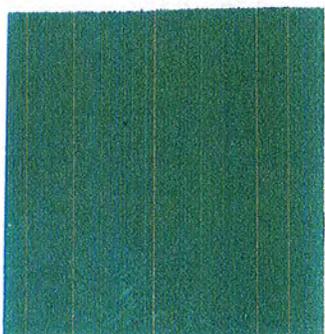
139 OSHA Orange
Naranja De OSHA



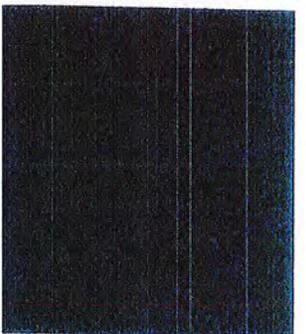
144 Caterpillar Yellow
Amarillo De Oruga



151 OSHA Yellow
Amarillo De OSHA



4 149 OSHA Green
Verde De OSHA



4 138 Mack Green
Verde Macho



137 OSHA Blue
Azul De OSHA



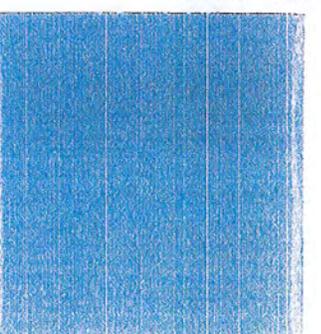
150 National Blue
Azul Nacional



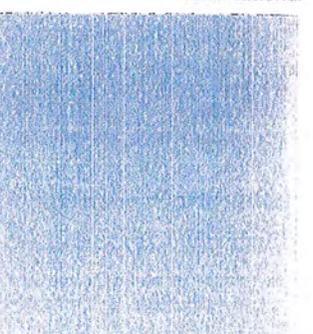
2 Black
Negro



109 Battleship Gray
Gris Acorazado



① 201 Silver Gray
Gris Plateado



② 103 Platinum Gray
Gris Platino

1 Gloss White
Blanco Brillo

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, CONFIRMING THE “DECLARATION OF A STATE OF EMERGENCY” DECLARED BY THE VILLAGE MANAGER ON OCTOBER 5, 2016, AS A RESULT OF THE THREAT POSED BY HURRICANE MATTHEW; SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)

WHEREAS, Chapter 54, Section 54.05 of the Village Code empowers the Village Manager with the authority to declare a State of Emergency; and

WHEREAS, due to the severe threat posed by Hurricane Matthew, as forecast by the National Hurricane Center, on October 5, 2016, the Village Manager declared a “State of Emergency” in order to protect the health, safety, and welfare of the community; and

WHEREAS, the Village Manager ordered the closure of Village Hall, implemented emergency procurement procedures and ordered the suspension of all construction activities in the Village; and

WHEREAS, pursuant to Section 54.06 of the Village Code, the Village Manager terminated the State Emergency on October 7, 2016 at 11:00 a.m.; and

WHEREAS, the Village Commission is required to confirm the State of Emergency, in accordance with Section 54.05(b) of the Village Code.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. The above Recitals are true and correct and incorporated herein by this reference.

Section 2. The State of Emergency declared by the Village Manager on October 5, 2016 in accordance with Section 54.06 of the Village Code is hereby confirmed.

Section 3. This Resolution shall take effect immediately upon adoption.

The motion to adopt the foregoing Resolution was offered by _____, seconded by _____.

FINAL VOTE AT ADOPTION:

Mayor Connie Leon-Kreps _____
Vice Mayor Jorge Gonzalez _____
Commissioner Richard Chervony _____
Commissioner Andreana Jackson _____
Commissioner Eddie Lim _____

PASSED AND ADOPTED this 25th day of October 2016.

Connie Leon-Kreps, Mayor

ATTEST:

Yvonne P. Hamilton, CMC
Village Clerk

**APPROVED AS TO FORM FOR THE USE OF
NORTH BAY VILLAGE:**

Robert L. Switkes & Associates, P.A.
Village Attorney

North Bay Village Resolution: Reallocation of \$55,000 of Police Impact Fees.



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

MEMORANDUM

North Bay Village

DATE: October 18, 2016

TO: Yvonne P. Hamilton, CMC
Village Clerk

FROM: Frank K. Rollason
Village Manager

SUBJECT: Introduction of Resolution

Pursuant to Section 3.08 of the Village Charter, I hereby introduce the following Resolution:

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, CONFIRMING THE "DECLARATION OF A STATE OF EMERGENCY" DECLARED BY THE VILLAGE MANAGER ON OCTOBER 5, 2016, AS A RESULT OF THE THREAT POSED BY HURRICANE MATTHEW; SETTING AN EFFECTIVE DATE.

Accordingly, please place the item on the next available agenda.

FKR:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Andreana Jackson

Commissioner
Eddie Lim



North Bay Village

Office of the Village Manager
1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

NORTH BAY VILLAGE, FLORIDA

TERMINATION OF DECLARATION OF STATE OF EMERGENCY

WHEREAS, due to the eminent danger to North Bay Village posed by Hurricane Matthew on October 5, 2016, I, Frank Rollason, as Manager of North Bay Village, by virtue of the authority vested in me by Title V, Chapter 54 of the North Bay Village Code of Ordinances, and all other applicable laws, promulgated a Declaration of a State of Emergency for North Bay Village; and

WHEREAS, the danger posed by Hurricane Matthew has now passed; and

WHEREAS, it is necessary for the good and welfare of the residents of North Bay Village for the official actions and activities of local government to return to normal operations under the rule of law, Village Charter and Ordinances during non-emergency conditions.

NOW, THEREFORE, I, FRANK ROLLASON, as Manager of North Bay Village, by virtue of the authority vested in me by Title V, Chapter 54.06 – Termination of a State of Emergency – do, hereby, declare the State of Emergency enacted on October 5, 2016, to address the threat posed by Hurricane Matthew officially terminated.

FRANK K. ROLLASON, VILLAGE MANAGER

October 7, 2016 at 11:00 A.M.



North Bay Village

Office of the Village Manager
1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

NORTH BAY VILLAGE, FLORIDA

DECLARARATION OF STATE OF EMERGENCY

WHEREAS, Hurricane Matthew is a major hurricane traveling north through the central part of the Caribbean Sea;

WHEREAS, the five-day forecast from the National Hurricane Center suggests that large portions of the East Coast of Florida, including North Bay Village, Florida, may face significant impacts from Hurricane Matthew; and

WHEREAS, Hurricane Matthew poses a severe threat to North Bay Village, Florida and requires that timely precautions are taken to protect the communities, critical infrastructure, and general welfare of the Village; and

WHEREAS, on October 3, 2016, Florida Governor Rick Scott issued Executive Order No. 16-230, declaring a state of emergency in every county in the State of Florida, including Miami-Dade, due to the severity and magnitude of Hurricane Matthew, effective immediately and until sixty days from the date of adoption; and

WHEREAS, Chapter 252, Florida Statutes, provides authority for a political subdivision to declare a State of Local Emergency and waive certain procedures and formalities otherwise required of political subdivisions by law; and

WHEREAS, North Bay Village, pursuant to its home rule powers has adopted certain emergency procedures; and

WHEREAS, Section 54.10 of the North Bay Village Code of Ordinances allows the Village Manager to issue a declaration of a state of emergency and the issuance of resolutions as required because of weather conditions when the national weather service or a state, county or

local emergency management agency informs the Village or the public that emergency conditions resulting from meteorological conditions, including hurricanes, floods, and other severe weather conditions, are present or imminent; and

WHEREAS, the Village Manager, shall perform the function of Director of Emergency Management and shall implement, manage and report on all actions authorized and taken under the provisions of Title V, Chapter 54 of the North Bay Village Code or Ordinances.

NOW, THEREFORE, I, FRANK ROLLASON, as Manager of North Bay Village, by virtue of the authority vested in me by Title V, Chapter 54 of the North Bay Village, Florida Code or Ordinances, and all other applicable laws, promulgate the following to take immediate effect:

Section 1. Because of the foregoing conditions, and pursuant Title V, Chapter 54 of the North Bay Village Code or Ordinances, I declare that a state of emergency exists in North Bay Village, Florida due to the severity and magnitude of Hurricane Matthew.

Section 2. I shall perform the function of Director of Emergency Management for the duration of this emergency and shall implement, manage and report on all actions authorized and taken under the provisions of Title V, Chapter 54 of the North Bay Village Code of Ordinances, including the execution of the Village's Emergency Management Plan and other response, recovery, and mitigation plans necessary to cope with the emergency, as allowed under law. As Director of Emergency Management, I shall have the powers, duties, and responsibilities listed in Section 54.04 of the North Bay Village Code of Ordinances. Pursuant to Section 54.05 of the North Bay Village Code of Ordinances, emergency resolutions authorized by Title V, Chapter 54 of the North Bay Village Code of Ordinances may include, but are not limited to, the following subjects:

- (1) Evacuation;
- (2) Curfews; declaration of areas off limits;
- (3) Suspension or regulation of the sale of, or offer to sell, with or without consideration; alcoholic beverages; explosives; or combustibles;

- (4) Prohibiting the sale of merchandise, goods or services at more than the average retail price;
- (5) Water use restrictions;
- (6) Suspension of local building regulations;
- (7) Regulating the use of and rationing of fuel, ice and other essentials;
- (8) Emergency procurement procedures.

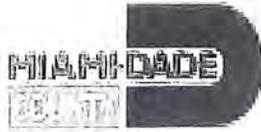
Section 3. Find that the Village may suspend any local law, rule, or order that would in any way prevent, hinder, or delay any mitigation, response, or recovery action necessary to cope with this emergency.

Section 4. Pursuant to Florida Governor Rick Scott's Executive Order No. 16-230, North Bay Village reserves any right, benefit, or assistance offered by the State in Executive Order No. 16-230, and reserves its right to waive the procedures and formalities otherwise required of North Bay Village by law pertaining to the items listed in the executive order.

Section 5. This declaration of a state of emergency shall take effect immediately and shall continue until threat or danger no longer exists and/or until declared to be terminated by the Village Manager or Village Commission pursuant to Section 54.05(e).

DULY DECLARED AND EXECUTED by the Village Manager of North Bay Village, Florida in accordance with Title V, Chapter 54 of the North Bay Village, Florida Code or Ordinances, this 5th day of October, 2016.


FRANK K. ROLLASON, VILLAGE MANAGER



MIAMI-DADE COUNTY DECLARATION OF LOCAL STATE OF EMERGENCY

WHEREAS, Chapter 252.38.(3)(a) Florida Statutes, gives authority to political subdivisions to declare and enact a State of Local Emergency for a period of up to seven (7) days, thereby waiving the procedures and formalities otherwise required of the political subdivision by law, and;

WHEREAS, Hurricane Matthew may require extraordinary and immediate actions by Miami-Dade County in order to protect the public health, safety, and welfare;

THEREFORE, as County Mayor of Miami-Dade County, I hereby declare a State of Local Emergency that will continue for seven (7) days or if cancelled before that period of time. This Local State of Emergency includes all of Miami-Dade County.

Pursuant to this Declaration, further orders may be issued to protect the health, safety, and welfare of the community. This specifically includes, but is not limited to, orders related to the items listed in 1.a-p attached. The Deputy Mayors, through the Director of the Office of Emergency Management, are hereby ordered to take whatever prudent actions are necessary to effectuate such orders and to otherwise protect the health, safety, and welfare of the community.

Enacted:

Signed: _____

COUNTY MAYOR

Date: 10/5/16

Time: 9:10AM

Witness: _____

Cancelled:

Signed: _____

COUNTY MAYOR

Date: _____

Time: ____:

Witness: _____

Miami-Dade County Declaration of Local State of Emergency

Action Options for State of Local Emergency

1. Executive Orders of the Mayor to include:
 - a) Employee Recall order: An order recalling Miami-Dade County employees from vacation, canceling days off, and mobilizing all personnel required for disaster response;
 - b) Authorize the Internal Services Department to suspend normal leasing and bid procedures to procure space, structures or other items under their normal authority for disaster response determined necessary by the Director;
 - c) Authorize procurement of supplies, equipment, and services without formal bidding procedures;
 - d) Evacuation Order: A mandatory order(s) directing the evacuation of appropriate area(s) of the County deemed to be in imminent danger from disaster;
 - e) Curfew: In the period before, or during and immediately after an event, an order imposing a general curfew applicable to the County as a whole, or to geographical area(s) of the County and during hours the Mayor deems necessary, and from time to time, to modify the hours the curfew will be in effect and what area(s) it applies to;
 - f) An order requiring any and all commercial establishments located in area(s) of imminent or actual danger to close and remain closed until further order;
 - g) An order requiring the closure of any or all bars, taverns, liquor stores, and other business establishments where alcoholic beverages are predominantly sold or otherwise dispensed; provided that with respect to those business establishments which are not primarily devoted to the sales of alcoholic beverages, and in which such alcoholic beverages may be removed or made secure from seizure by the public, the portions thereof utilized for the sale of items other than alcoholic beverages may, at the discretion of the Mayor, be allowed to remain open;
 - h) An order requiring the discontinuance of the sale, distribution or giving away of alcoholic beverages in any or all parts of Miami-Dade County;
 - i) An order requiring the discontinuance of the sale, distribution or giving away of gasoline or other liquid flammable or combustible products in any container other than a gasoline tank properly attached to a gas powered vehicle;

Miami-Dade County Declaration of Local State of Emergency

- j) An order requiring the closure of any or all establishments where firearms and/or ammunition are sold or otherwise dispensed; provided that with respect to those business establishments which are not primarily devoted to the sale of firearms and/or ammunition, and in which such firearms or ammunition may be removed or made secure from possible seizure by the public, the portions thereof utilized for the sale of items other than firearms and ammunition may, at the discretion of the Mayor, be allowed to remain open;
- k) An order closing to the public any or all public places including streets, alleys, public ways, schools, parks, beaches, amusement areas and public buildings;
- l) In addition to the provisions of Chapter 8A-5 of the Code of Miami-Dade County, orders to prevent price gouging for any essential commodity, dwelling unit, or storage facility;
- m) Orders requesting the conservation of water supplies; and
- n) Such other orders as are immediately necessary for the protection of life and property; provided, however, that any such orders shall, at the earliest practicable time, be presented to the Board for ratification or confirmation in accordance with this chapter;
- o) The Mayor shall cause any proclamation ordered by the Mayor or the Board pursuant to the authority in this chapter to be delivered to all news media within the County, and shall utilize whatever available means to give public notice of such proclamation.
- p) The Mayor is hereby authorized to cancel any or all meetings of Miami-Dade County boards, authorities, agencies, instrumentalities and councils.

STATE OF FLORIDA

OFFICE OF THE GOVERNOR EXECUTIVE ORDER NUMBER 16-230 (Emergency Management – Hurricane Matthew)

WHEREAS, Hurricane Matthew is a major hurricane traveling north through the central part of the Caribbean Sea;

WHEREAS, the five-day forecast from the National Hurricane Center suggests that large portions of the East Coast of Florida may face significant impacts from Hurricane Matthew;

WHEREAS, Hurricane Matthew poses a severe threat to the entire State of Florida and requires that timely precautions are taken to protect the communities, critical infrastructure, and general welfare of this State;

WHEREAS, as Governor, I am responsible to meet the dangers presented to this state and its people by this emergency; and,

NOW, THEREFORE, I, RICK SCOTT, as Governor of Florida, by virtue of the authority vested in me by Article IV, Section 1(a) of the Florida Constitution and by the Florida Emergency Management Act, as amended, and all other applicable laws, promulgate the following Executive Order, to take immediate effect:

Section 1. Because of the foregoing conditions, I declare that a state of emergency exists in every county in the State of Florida due to the severity and magnitude of this storm.

Section 2. I designate the Director of the Division of Emergency Management as the State Coordinating Officer for the duration of this emergency and direct him to

execute the State's Comprehensive Emergency Management Plan and other response, recovery, and mitigation plans necessary to cope with the emergency. Pursuant to section 252.36(1)(a), Florida Statutes, I delegate to the State Coordinating Officer the authority to exercise those powers delineated in sections 252.36(5)–(10), Florida Statutes, which he shall exercise as needed to meet this emergency, subject to the limitations of section 252.33, Florida Statutes. In exercising the powers delegated by this Order, the State Coordinating Officer shall confer with the Governor to the fullest extent practicable. The State Coordinating Officer shall also have the authority to:

A. Invoke and administer the Emergency Management Assistance Compact ("EMAC") (sections 252.921-933, Florida Statutes) and other compacts and agreements existing between the State of Florida and other states, and the further authority to coordinate the allocation of resources from such other states that are made available to Florida under such compacts and agreements so as best to meet this emergency.

B. Seek direct assistance and enter into agreements with any and all agencies of the United States Government as may be needed to meet the emergency.

C. Direct all state, regional and local governmental agencies, including law enforcement agencies, to identify personnel needed from those agencies to assist in meeting the needs created by this emergency, and to place all such personnel under the direct command and coordination of the State Coordinating Officer to meet this emergency.

D. Designate Deputy State Coordinating Officers.

E. Suspend the effect of any statute, rule, or order that would in any way prevent, hinder, or delay any mitigation, response, or recovery action necessary to cope with this emergency.

F. Enter orders as may be needed to implement any of the foregoing powers; however, the requirements of sections 252.46 and 120.54(4), Florida Statutes, do not apply to any such orders issued by the State Coordinating Officer.

Section 3. I order the Adjutant General to activate the Florida National Guard, as needed, to deal with this emergency.

Section 4. I find that the special duties and responsibilities resting upon some State, regional, and local agencies and other governmental bodies in responding to the emergency may require them to waive or deviate from the statutes, rules, ordinances, and orders they administer. Therefore, I issue the following authorizations:

A. Pursuant to section 252.36(1)(a), Florida Statutes, the Executive Office of the Governor may waive all statutes and rules affecting budgeting to the extent necessary to provide budget authority for state agencies to cope with this emergency. The requirements of sections 252.46 and 120.54(4), Florida Statutes, do not apply to any such waiver issued by the Executive Office of the Governor.

B. Each State agency may suspend the provisions of any regulatory statute prescribing the procedures for conduct of state business or the orders or rules of that agency, if strict compliance with the provisions of any such statute, order, or rule would in any way prevent, hinder, or delay necessary action in coping with the emergency. This includes, but is not limited to, the authority to suspend any and all statutes, rules, ordinances, or orders which affect leasing, printing, purchasing, travel, and the condition of employment and the compensation of employees. For the purposes of this Executive Order, "necessary action in coping with the emergency" means any emergency mitigation, response, or recovery action: (1) prescribed in the State Comprehensive Emergency

Management Plan (“CEMP”); or, (2) directed by the State Coordinating Officer. Any waiver of statutes, rules, ordinances, or orders shall be by emergency rule or order in accordance with sections 120.54(4) and 252.46, Florida Statutes, and shall expire thirty days from the date of this Executive Order, unless extended in increments of no more than thirty days by the agency, and in no event shall remain in effect beyond the earlier of the date of expiration of this Order, as extended, or ninety (90) days from the date of issuance of this Order.

C. In accordance with section 252.38, Florida Statutes, each political subdivision within the State of Florida may waive the procedures and formalities otherwise required of the political subdivision by law pertaining to:

- 1) Performance of public work and taking whatever prudent action is necessary to ensure the health, safety, and welfare of the community;
- 2) Entering into contracts;
- 3) Incurring obligations;
- 4) Employment of permanent and temporary workers;
- 5) Utilization of volunteer workers;
- 6) Rental of equipment;
- 7) Acquisition and distribution, with or without compensation, of supplies, materials, and facilities; and,
- 8) Appropriation and expenditure of public funds.

D. All agencies whose employees are certified by the American Red Cross as disaster service volunteers within the meaning of Section 110.120(3), Florida Statutes,

may release any such employees for such service as requested by the Red Cross to meet this emergency.

E. The Department of Transportation (DOT) may:

1) Waive the collection of tolls and other fees and charges for the use of the Turnpike and other public highways, to the extent such waiver may be needed to provide emergency assistance or facilitate the evacuation of the affected counties;

2) Reverse the flow of traffic or close any and all roads, highways, and portions of highways as may be needed for the safe and efficient transportation of evacuees to those counties that the State Coordinating Officer may designate as destination counties for evacuees in this emergency;

3) Suspend enforcement of the registration requirements pursuant to sections 316.545(4) and 320.0715, Florida Statutes, for commercial motor vehicles that enter Florida to provide emergency services or supplies, to transport emergency equipment, supplies or personnel, or to transport FEMA mobile homes or office style mobile homes into or from Florida;

4) Waive the hours of service requirements for such vehicles;

5) Waive by special permit the warning signal requirements in the Utility Accommodations Manual to accommodate public utility companies from other jurisdictions which render assistance in restoring vital services; and,

6) Waive the size and weight restrictions for divisible loads on any vehicles transporting emergency equipment, services, supplies, and agricultural commodities and citrus as recommended by the Commissioner of Agriculture, allowing the establishment of alternate size and weight restrictions for all such vehicles for the

duration of the emergency. The DOT shall issue permits and such vehicles shall be subject to such special conditions as the DOT may endorse on any such permits.

Nothing in this Executive Order shall be construed to allow any vehicle to exceed weight limits posted for bridges and like structures, or relieve any vehicle or the carrier, owner, or driver of any vehicle from compliance with any restrictions other than those specified in this Executive Order, or from any statute, rule, order, or other legal requirement not specifically waived herein or by supplemental order by the State Coordinating Officer;

F. The Executive Director of the Department of Highway Safety and Motor Vehicles (DHSMV) may:

1) Suspend enforcement of the registration requirements pursuant to sections 316.545(4) and 320.0715, Florida Statutes, for commercial motor vehicles that enter Florida to provide emergency services or supplies, to transport emergency equipment, supplies or personnel, or to transport FEMA mobile homes or office style mobile homes into or from Florida;

2) Waive the hours of service requirements for such vehicles;

3) Suspend the enforcement of the licensing and registration requirements under the International Fuel Tax Agreement (IFTA) pursuant to Chapter 207 Florida Statutes, and the International Registration Plan (IRP) pursuant to section 320.0715, Florida Statutes, for motor carriers or drivers operating commercial motor vehicles that are properly registered in other jurisdictions and that are participating in emergency relief efforts through the transportation of equipment and supplies or providing other assistance in the form of emergency services;

4) Waive fees for duplicate or replacement vessel registration certificates, vessel title certificates, vehicle license plates, vehicle registration certificates, vehicle tag certificates, vehicle title certificates, handicapped parking permits, replacement drivers' licenses, and replacement identification cards and to waive the additional fees for the late renewal of or application for such licenses, certificates, and documents due to the effects of adverse weather conditions; and,

5) Defer administrative actions and waive fees imposed by law for the late renewal or application for the above licenses, certificates, and documents, which were delayed due to the effects of adverse weather conditions, including in counties wherein the DHSMV has closed offices, or any office of the County Tax Collector that acts on behalf of the DHSMV to process renewals has closed offices due to adverse weather conditions.

Recordkeeping and other applicable requirements for existing IFTA and IRP licensees and registrants are not affected by this order. The DHSMV shall promptly notify the State Coordinating Officer when the waiver is no longer necessary.

G. In accordance with section 465.0275, Florida Statutes, pharmacists may dispense up to a 30-day emergency prescription refill of maintenance medication to persons who reside in an area or county covered under this Executive Order and to emergency personnel who have been activated by their state and local agency but who do not reside in an area or county covered by this Executive Order.

H. All State agencies responsible for the use of State buildings and facilities may close such buildings and facilities in those portions of the State affected by this emergency, to the extent to meet this emergency. I direct each State agency to report the closure of any State building or facility to the Department of Management Services.

Furthermore, I direct the Department of Management Services to maintain an accurate and up-to-date list of all such closures.

I. All State agencies may abrogate the time requirements, notice requirements, and deadlines for final action on applications for permits, licenses, rates, and other approvals under any statutes or rules under which such application are deemed to be approved unless disapproved in writing by specified deadlines, and all such time requirements that have not yet expired as of the date of this Executive Order are suspended and tolled to the extent needed to meet this emergency.

Section 5. All public facilities, including elementary and secondary schools, community colleges, state universities, and other facilities owned or leased by the state, regional or local governments that are suitable for use as public shelters shall be made available at the request of the local emergency management agencies to ensure the proper reception and care of all evacuees.

Section 6. I find that the demands placed upon the funds appropriated to the agencies of the State of Florida and to local agencies are unreasonably great and may be inadequate to pay the costs of coping with this disaster. In accordance with section 252.37(2), Florida Statutes, I direct that sufficient funds be made available, as needed, by transferring and expending moneys appropriated for other purposes, moneys from unappropriated surplus funds, or from the Budget Stabilization Fund.

Section 7. All State agencies entering emergency final orders or other final actions in response to this emergency shall advise the State Coordinating Officer contemporaneously or as soon as practicable.

Section 8. Medical professionals and workers, social workers, and counselors with good and valid professional licenses issued by states other than the State of Florida may render such services in Florida during this emergency for persons affected by this emergency with the condition that such services be rendered to such persons free of charge, and with the further condition that such services be rendered under the auspices of the American Red Cross or the Florida Department of Health.

Section 9. Pursuant to section 501.160, Florida Statutes, it is unlawful and a violation of section 501.204 for a person to rent or sell or offer to rent or sell at an unconscionable price within the area for which the state of emergency is declared, any essential commodity including, but not limited to, supplies, services, provisions, or equipment that is necessary for consumption or use as a direct result of the emergency.

Section 10. Under the authority contained in sections 252.36(5)(a), (g), and (m), Florida Statutes, I direct that, for the purposes of this emergency, the term “essentials”, as defined by section 252.359(2), Florida Statutes, shall be the same as and no more expansive than the term “commodity”, as defined by section 501.160(1)(a), Florida Statutes (hereinafter referred to collectively or alternatively as “essential commodities”). Accordingly, any person who delivers essential commodities to a location in the area(s) declared to be under a state of emergency by this Executive Order, and when necessary to ensure that those commodities are made available to the public, may travel within evacuated areas and exceed curfews, provided the State Coordinating Officer determines, after consultation with the appropriate Emergency Support Function(s), that:

A. Law enforcement officials in the declared area(s) can provide adequate security to protect the essential commodities from theft;

B. The weight of a delivery vehicle will not jeopardize the structural integrity of any roadway or bridge located within the declared area;

C. Delivery vehicles will not negatively impact evacuation activities in the declared area(s); and,

D. Delivery vehicles will not negatively impact any response or recovery activities occurring within the declared area(s).

After consulting with the appropriate Emergency Support Function(s), and after consulting with local officials, the State Coordinating Officer may dictate the routes of ingress, egress, and movement within the declared area(s) that drivers must follow when delivering essential commodities.

Provided he or she is actually delivering medications, any person authorized to deliver medications under chapter 893, Florida Statutes, qualifies as a person delivering essential commodities.

In order to qualify as a person delivering essential commodities under this section, a person must be in the process of delivering essential commodities only. If an individual is transporting both essential and non-essential commodities, then this section shall not provide any authorization for that individual to enter into or move within the declared area(s).

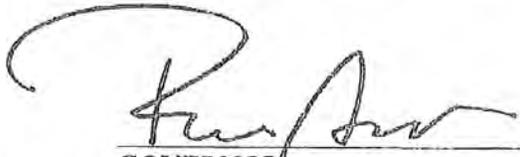
Section 11. Consistent with Executive Order 80-29, nothing in this Order shall prevent local jurisdictions in any area not declared to be under a state of emergency by this Executive Order from taking prompt and necessary action to save lives and protect the property of their citizens, including the authority to compel and direct timely evacuation when necessary.

Section 12. I authorize the Florida Housing Finance Corporation to distribute funds pursuant to section 420.9073, Florida Statutes, to any county, municipality, or other political subdivision located within the area(s) declared to be under a state of emergency by this executive order. The authority of the Florida Housing Finance Corporation to distribute funds under this state of emergency shall expire six months from the date of this Order.

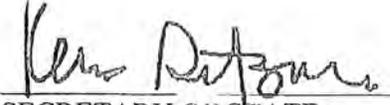
Section 13. All actions taken by the Director of the Division of Emergency Management with respect to this emergency before the issuance of this Executive Order are ratified. This Executive Order shall expire sixty days from this date unless extended.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed, at Tallahassee, this 3rd day of October, 2016.




GOVERNOR

ATTEST:


SECRETARY OF STATE

2016 OCT 3 PM 5:53
100-1111



NORTH BAY VILLAGE POLICE DEPARTMENT

5D

RECOMMENDATION MEMORANDUM

DATE: October 18, 2016

TO: Mayor Connie Leon Kreps
Vice-Mayor Jorge Gonzalez
Commissioner Dr. Richard Chervony
Commissioner Andreana Jackson
Commissioner Eddie Lim

RECOMMENDED BY STAFF/COMMISSIONER:

Frank Rollason, Village Manager

PRESENTED BY STAFF:

FON Carlos Noriega, Police Chief

SUBJECT: October Commission Meeting Agenda
Police Impact Fees- Budget Expenditure

RECOMMENDATION:

It is recommended that the Village Commission approve the attached resolution authorizing the expenditure of Police Impact Fees for the purchase of a Police Boat Navigation System-Marine GPS.

BACKGROUND:

Chapter 39, Section 39.05 of the Village Code authorizes the collection of Police Impact Fees on new development. The Police Impact Fee-Machinery & Equipment Account (116-21-521-6430) currently has a balance of \$3,462.

The Village Manager is requesting the expenditure of \$3,082.76 of these funds for the purchase of a Marine GPS for the Police Boat.



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

MEMORANDUM North Bay Village

DATE: October 17, 2016

TO: Yvonne P. Hamilton, CMC
Village Clerk

FROM: Frank K. Rollason
Village Manager 

SUBJECT: Introduction of Resolution

Pursuant to Section 3.08 of the Village Charter, I hereby introduce the following Resolution:

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE EXPENDITURE OF POLICE IMPACT FEES FOR THE PURCHASE OF A GPS SYSTEM FOR THE POLICE BOAT; AND PROVIDING FOR AN EFFECTIVE DATE.

Accordingly, please place the item on the next available agenda.

FKR/yph

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Andreana Jackson

Commissioner
Eddie Lim

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE EXPENDITURE OF POLICE IMPACT FEES FOR THE PURCHASE OF A GPS SYSTEM FOR THE POLICE BOAT; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)

WHEREAS, Chapter 39, Section 39.05 grants the authority to the Village to collect Police Impact Fees on all new developments in the Village; and

WHEREAS, the Police Impact Fee Fund has a balance of \$3,462; and

WHEREAS, the Village Manager hereby request the expenditure of \$3,083 of Police Impact Fees for the purchase of a GPS System for the Police Boat to aid in providing more efficient law enforcement marine services; and

WHEREAS, the Village Commission finds that the purchase of a GPS System is in the best interest of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. **Recitals.** The above Recitals are true and correct and incorporated herein by this reference.

Section 2. **Authorization of Fund Expenditure.** The Village Manager is authorized to expend \$3,083 of Police Impact Fees for the purchase of a GPS System for the Police Boat.

Section 3. **Effective Date.** This Resolution shall take effect immediately upon adoption.

The motion to adopt the foregoing Resolution was offered by _____, seconded by _____.

FINANCIAL IMPACT:

\$3,082.76 will be taken from the Police Impact Fee Fund.

BUDGETARY IMPACT:

The amount of \$3,082.76 will be expended from the FY 2017 Budget.

PERSONNEL IMPACT:

There will be no personnel impact.

CONTACT:

Frank K. Rollason, Village Manager
Carlos Noriega, Chief of Police

= QUOTE ONLY =

500 Westridge Drive
Watsonville, CA 95076

(800) 621-6885
Sales Desk, option 2
Customer Service, option 3
Fax (800) 825-7678

REMIT TO: P.O. Box 50060 Watsonville, Ca. 95077-5060
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S	
D	CITY OF NORTH BAY VILLAGE
L	1666 79TH ST CSWY STE 300
D	POLICE DEPARTMENT
T	NORTH BAY VILLAGE FL 33141
D	

S	
H	CITY OF NORTH BAY VILLAGE
I	1666 79TH ST CSWY STE 300
P	POLICE DEPARTMENT
T	NORTH BAY VILLAGE FL 33141
D	

Customer #	YOUR PURCHASE ORDER	Order Date	Our Order #	Invoice Date	Invoice Number
457227	MICHAEL PRYOR	10/11/16	6080117	0/00/00	
Terms: NTGD NET 60 DAYS		Ship Via:			

QTY ORDERED	QTY SHIPPED	OUR MODEL #	MFG NAME	MFG NUMBER	DESCRIPTION	UN	LIST	DISC	NET	EXTENDED NET
1	0	15849581	RAYMA	E70237-LH	a128 12in HFD WIFI	EA	3299.00	17.00%	2748.00	2748.00
1	0	14907901	RAYMA	A80350	CPT 120 Bronz TH Dow	EA	364.99	12.00%	319.98	319.98
1	0	136044	WMP	SHIPPING	SHIPPING	EA	.01	%	14.78	14.78

THIS QUOTE EXPIRES ON	IF PAYMENT IS MADE WITHIN OUR TERMS PLEASE DEDUCT	QUOTE TOTAL
11/30/2016	477 GUT WEST COAST	3082.76

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, URGING MUNICIPALITIES IN MIAMI-DADE COUNTY TO CONTINUE COLLABORATION TO PROTECT THE PUBLIC AGAINST THE ZIKA VIRUS; URGING THE UNITED STATES CONGRESS, STATE OF FLORIDA AND MIAMI-DADE COUNTY TO ASSIST AND SUPPORT LOCAL GOVERNMENTS IN MIAMI-DADE COUNTY, FLORIDA TO FUND, DEVELOP AND IMPLEMENT MITIGATION AND ERADICATION SOLUTIONS FOR THE ZIKA VIRUS; DIRECTING THE VILLAGE CLERK TO TRANSMIT THE RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VICE MAYOR JORGE GONZALEZ

WHEREAS, the Florida Department of Health has identified an area with local mosquito-borne Zika virus transmission in Miami-Dade County; and

WHEREAS, the Zika virus spreads to people primarily through the bite of an infected Aedes species mosquito (Ae. Aegypti and Ae. Albopictus), and the Zika virus may also be sexually transmitted; and

WHEREAS, Zika virus infection during pregnancy can cause microcephaly and severe fetal brain defects, and has been associated with other diverse pregnancy outcomes; and

WHEREAS, people with Zika virus disease can have symptoms including mild fever, skin rash, conjunctivitis, muscle and joint pain, malaise or headache, and may lead to Guillain-Barre syndrome and other neurological complications; and

WHEREAS, there is currently no vaccine and no specific medicine for the Zika virus, according to the United States Center for Disease Control and Prevention; and

WHEREAS, North Bay Village finds that the health and wellbeing of the community is of the highest importance and be made a priority of state, federal, and local governments; and

WHEREAS, the Village calls on its municipal partners throughout Miami-Dade County to continue to work cooperatively and to share information and resources to protect the public against Zika virus; and

WHEREAS, the Village calls on the United States Congress, the State of Florida and Miami-Dade County governments for leadership and active engagement to assist and support local governments in Miami-Dade County in funding, developing and implementing environmentally preferable solutions for the eradication and treatment of the Zika virus.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. The above Recitals are true and correct and incorporated herein by this reference.

Section 2. The Commission of North Bay Village, Florida, hereby urge municipalities in Miami-Dade County to continue collaboration to protect the public against the Zika virus, and appeal to the United Congress, State of Florida, and Miami-Dade County to assist and support local governments to fund, develop, and implement solutions to eradicate the Zika virus.

Section 3. The Village is directed to transmit a copy of this Resolution to members of the United State Senate, United States House of Representatives, Florida Senate, Florida House of Representatives, Miami-Dade County Commission, and the Mayors of municipalities in Miami-Dade County.

Section 4. This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by _____, who moved for its adoption. This motion was seconded by _____, and upon being put to a vote, the vote was as follows:

The foregoing Resolution was offered by _____, who moved for its adoption. This motion was seconded by _____, and upon being put to a vote, the vote was as follows:

FINAL VOTE AT ADOPTION:

Mayor Connie Leon-Kreps _____
Vice Mayor Jorge Gonzalez _____
Commissioner Richard Chervony _____
Commissioner Andreana Jackson _____
Commissioner Eddie Lim _____

PASSED AND ADOPTED this 25th day of October 2016.

Connie Leon-Kreps, Mayor

ATTEST:

Yvonne P. Hamilton, CMC
Village Clerk

**APPROVED AS TO FORM FOR THE USE OF
NORTH BAY VILLAGE:**

Robert L. Switkes & Associates, P.A.
Village Attorney

North Bay Village Resolution-Zika Virus



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

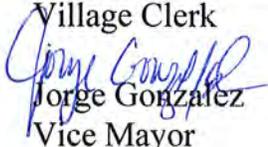
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

MEMORANDUM

North Bay Village

DATE: October 18, 2016

TO: Yvonne P. Hamilton, CMC
Village Clerk

FROM: 
Jorge Gonzalez
Vice Mayor

SUBJECT: Introduction of Resolution

Pursuant to Section 3.08 of the Village Charter, I hereby introduce the following Resolution:

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, URGING MUNICIPALITIES IN MIAMI-DADE COUNTY TO CONTINUE COLLABORATION TO PROTECT THE PUBLIC AGAINST THE ZIKA VIRUS; URGING THE UNITED STATES CONGRESS, STATE OF FLORIDA AND MIAMI-DADE COUNTY TO ASSIST AND SUPPORT LOCAL GOVERNMENTS IN MIAMI-DADE COUNTY, FLORIDA TO FUND, DEVELOP AND IMPLEMENT MITIGATION AND ERADICATION SOLUTIONS FOR THE ZIKA VIRUS; DIRECTING THE VILLAGE CLERK TO TRANSMIT THE RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE.

Accordingly, please place the item on the next available agenda.

JG:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Andreana Jackson

Commissioner
Eddie Lim

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE RECOMMENDATION OF THE COMMUNITY ENHANCEMENT BOARD AND DIRECTING THE VILLAGE MANAGER TO REMOVE THE NATIVE PLANTS AT BOTH THE ADVENTURE AVENUE ENTRANCE MONUMENT SIGN AND THE HISPANOLA AVENUE ENTRANCE SIGN AND REPLACE SAID PLANTS WITH PLANTS APPROVED AND RECOMMENDED AT THE COMMUNITY ENHANCEMENT BOARD MEETING OF SEPTEMBER 29, 2016. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)

WHEREAS, the Community Enhancement Board took action at a Regular Board Meeting on September 29, 2016, thereby recommending to the Village Commission that the presently installed native plants at both the Adventure and Hispanola Avenues' Monument Signs be removed and replaced with like plantings currently installed at both the entrances to North Bay Island and Harbor Island; and

WHEREAS, the Community Enhancement Board previously took action recommending to standardize decorative plantings at all the entrances to all the islands in North Bay Village; and

WHEREAS, the Community Enhancement Board further recommends that those native plants currently located at the entrances to Adventure and Hispanola Avenues be re-located, as much as feasible per the Village Manager, to the ends of the medians located on the Kennedy Causeway.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above Recitals are true and correct and incorporated herein by this reference.

Section 2: Authorization of Village Manager. The Commission of North Bay Village hereby directs the Village Manager to remove the native plants at both the entrance monument signs located at Adventure and Hispanola Avenues; further directing the Village Manager to replace said native plants with like plantings currently installed at the entrances to both North Bay Island and Harbor island; further directing the Village Manager to re-locate the native plants removed from the designated sites onto the Kennedy Causeway medians as much as feasible.

Section 3. Effective Date.

This Resolution shall become effective upon its adoption.

The motion to adopt the foregoing Resolution was offered by _____, seconded by _____.

FINAL VOTE ADOPTION:

Mayor Connie Leon-Kreps _____
Vice Mayor Jorge Gonzalez _____
Commissioner Richard Chervony _____
Commissioner Andreana Jackson _____
Commissioner Eddie Lim _____

PASSED and ADOPTED this 25th day of October 2016.

MAYOR CONNIE LEON-KREPS

ATTEST:

YVONNE P. HAMILTON, CMC
Village Clerk

APPROVED AS TO FORM:

Robert L. Switkes & Associates, P.A.
Village Attorney

North Bay Village Resolution: Removal of Native Plants at Adventure Avenue entrance monument sign and Hispanola Avenue entrance sign.



North Bay Village

Administrative Offices

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Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

MEMORANDUM

North Bay Village

DATE: October 18, 2016

TO: Yvonne P. Hamilton, CMC
Village Clerk

FROM: Frank K. Rollason
Village Manager

SUBJECT: Introduction of Resolution

Pursuant to Section 3.08 of the Village Charter, I hereby introduce the following Resolution:

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE RECOMMENDATION OF THE COMMUNITY ENHANCEMENT BOARD AND DIRECTING THE VILLAGE MANAGER TO REMOVE THE NATIVE PLANTS AT BOTH THE ADVENTURE AVENUE ENTRANCE MONUMENT SIGN AND THE HISPANOLA AVENUE ENTRANCE SIGN AND REPLACE SAID PLANTS WITH PLANTS APPROVED AND RECOMMENDED AT THE COMMUNITY ENHANCEMENT BOARD MEETING OF SEPTEMBER 29, 2016.

Accordingly, please place the item on the next available agenda.

FKR:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Andreana Jackson

Commissioner
Eddie Lim

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, DIRECTING THE VILLAGE MANAGER TO CONTINUE TO NEGOTIATE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) TO ALLOW THE INSTALLATION OF GREEN SURFACING FOR THE NEWLY INSTALLED BIKE LANES ALONG KENNEDY CAUSEWAY WITHIN THE CORPORATE LIMITS OF NORTH BAY VILLAGE; PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VICE MAYOR JORGE GONZALEZ)

WHEREAS, FDOT recently completed a Triple R Causeway Renovation Project for the portion of the 79th Street/Kennedy Causeway incorporating Bike Lanes within the corporate limits of North Bay Village; and

WHEREAS, it is the desire of the Village Commission to install an FDOT approved green surface to the Bike Lanes to enhance safety for the bicyclists utilizing the lanes; and

WHEREAS, a meeting was held on September 28, 2016, at District 6 FDOT Headquarters with the Vice Mayor, the Village Manager, the Public Works Director, NBV State Lobbyists and FDOT District 6 Secretary James Wolfe, including his staff, to discuss the feasibility of incorporating the green surface on allowable surfaces of the existing Bike Lanes; and

WHEREAS, Secretary Wolfe indicated that he would work with the Village towards the objective of the green surfacing; and

WHEREAS, Secretary Wolfe indicated that whatever amount of green surfacing approved by FDOT would be installed at FDOT's expense.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. The above Recitals are true and correct and incorporated herein by this reference.

Section 2. The Commission of North Bay Village hereby directs the Village Manager to continue to negotiate with the Florida Department of Transportation (FDOT) to allow the installation of green surfacing for the newly installed Bike Lanes along the Kennedy Causeway within the corporate limits of North Bay Village.

Section 3. This Resolution shall take effect immediately upon its adoption.

The motion to adopt the foregoing Resolution was offered by _____, seconded by _____.

FINAL VOTE AT ADOPTION:

Mayor Connie Leon-Kreps _____
Vice Mayor Jorge Gonzalez _____
Commissioner Richard Chervony _____
Commissioner Andreana Jackson _____
Commissioner Eddie Lim _____

PASSED AND ADOPTED this 25th day of October 2016.

Connie Leon-Kreps, Mayor

ATTEST:

Yvonne P. Hamilton, CMC
Village Clerk

**APPROVED AS TO FORM FOR THE USE OF
NORTH BAY VILLAGE:**

Robert L. Switkes & Associates, P.A.
Village Attorney

North Bay Village Resolution: Green Surfacing for Bike Lanes.



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

MEMORANDUM

North Bay Village

DATE: October 18, 2016

TO: Yvonne P. Hamilton, CMC
Village Clerk

FROM: 
Vice Mayor Jorge Gonzalez

SUBJECT: Introduction of Resolution

Pursuant to Section 3.08 of the Village Charter, I hereby introduce the following Resolution:

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, DIRECTING THE VILLAGE MANAGER TO CONTINUE TO NEGOTIATE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) TO ALLOW THE INSTALLATION OF GREEN SURFACING FOR THE NEWLY INSTALLED BIKE LANES ALONG KENNEDY CAUSEWAY WITHIN THE CORPORATE LIMITS OF NORTH BAY VILLAGE; PROVIDING FOR AN EFFECTIVE DATE.

Accordingly, please place the item on the next available agenda.

JG:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Andreana Jackson

Commissioner
Eddie Lim



NORTH BAY VILLAGE POLICE DEPARTMENT

5H

RECOMMENDATION MEMORANDUM

DATE: October 17, 2016
TO: Mayor Connie Leon Kreps
Vice-Mayor Jorge Gonzalez
Commissioner Dr. Richard Chervony
Commissioner Andreana Jackson
Commissioner Eddie Lim

RECOMMENDED BY STAFF/COMMISSIONER:
Frank Rollason, Village Manager

PRESENTED BY STAFF:
FON Carlos Noriega, Police Chief

SUBJECT: October 2016 Village Commission Meeting
Vehicle Lease Agreement

RECOMMENDATION:

It is recommended that the Village Commission approve the attached Resolution approving a contract with Enterprise FM Trust, under the piggyback purchase provision, for the lease of two (2) vehicles (Ford Explore/GMC Yukon).

BACKGROUND:

The Village Commission approved \$14,500 in the FY 2016-2017 Budget for the lease of two (2) vehicles, for the Chief of Police and Code enforcement Supervisor. The Village leased nine (9) utility trucks from Enterprise last year.

Section 36.25(J) of the Village Purchasing Ordinance authorizes the Village Manager to utilize the "Piggyback" purchase provision upon a determination that the purchase meets acceptability criteria and the supplier has been selected in a competitive process within the last 36-month period by another governmental entity or public agency.

The Village intends to piggyback the lease of the vehicles on a contract between the City of Coral Springs and Enterprise FM Trust, which was approved under RFP #15-C-149, through the competitive bidding process.

FINANCIAL IMPACT:

Account No. 001-21-521-4410

Amount: \$527.31 per month- Ford Explorer- for Code Enforcement
\$635.62 per month- GMC Yukon- for Police Chief

Approved budget \$14,500

Contract -\$13,995

PERSONNEL IMPACT:

There will be no personnel impact.

CONTACT:

Frank K. Rollason, Village Manager

Carlos Noriega, Chief of Police



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

MEMORANDUM

North Bay Village

DATE: October 18, 2016
TO: Yvonne P. Hamilton, CMC
Village Clerk
FROM: Frank K. Rollason
Village Manager 
SUBJECT: Introduction of Resolution

Pursuant to Section 3.08 of the Village Charter, I hereby introduce the following Resolution:

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING A LEASE AGREEMENT WITH ENTERPRISE FM TRUST FOR THE LEASE OF TWO VEHICLES; UTILIZING THE PIGGYBACK PROVISION PURSUANT TO SECTION 36.25(J) OF THE VILLAGE CODE; AUTHORIZING THE APPROPRIATE VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING EXPENDITURE OF BUDGETED FUNDS; AND SETTING AN EFFECTIVE DATE.

Accordingly, please place the item on the next available agenda.

FKR:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Andreana Jackson

Commissioner
Eddie Lim

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING A LEASE AGREEMENT WITH ENTERPRISE FM TRUST FOR THE LEASE OF TWO VEHICLES; UTILIZING THE PIGGYBACK PROVISION PURSUANT TO SECTION 36.25(J) OF THE VILLAGE CODE; AUTHORIZING THE APPROPRIATE VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING EXPENDITURE OF BUDGETED FUNDS; AND SETTING AN EFFECTIVE DATE. *(INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)*

WHEREAS, funds were appropriated in the FY 2017 Budget for the lease of a vehicle for the Police Chief and Code Enforcement Officer; and

WHEREAS, the City of Coral Springs awarded a contract to Enterprise Fleet Management Trust, under a competitive bidding process (RFP #15-C-149), for long-term vehicle leasing services; and

WHEREAS, Section 36.25(J) of the Village's Purchasing Procedures authorizes the award of a contract without sealed bidding when the Village Manager determines that the purchase meets acceptability criteria and the supplier has been selected in a competitive bidding process within the last 36-month period by another governmental entity or public agency; and

WHEREAS, the Village wishes to piggyback the lease of a Ford Explorer and GMC Yukon from the Enterprise under the agreement with the City of Coral Springs.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above Recitals are true and correct and incorporated herein by this reference.

Section 2. Approval of Agreement. The agreement for the leasing of a Ford Explorer and GMC Yukon from Enterprise FM Trust, under the piggyback purchase provision, is hereby approved.

Section 3. Authorization of Village Officials. The Village Manager and/or his designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of the agreements.

Section 4. Execution of the Agreement. The Village Manager is authorized to execute the agreement on behalf of the Village and/or documents for the lease of the referenced vehicles.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by _____, who moved for its adoption. This motion was seconded by _____, and upon being put to a vote, the vote was as follows:

FINAL VOTE AT ADOPTION:

Mayor Connie Leon-Kreps	_____
Vice Mayor Jorge Gonzalez	_____
Commissioner Richard Chervony	_____
Commissioner Andreana Jackson	_____
Commissioner Eddie Lim	_____

PASSED and ADOPTED this 25th day of October 2016.

MAYOR CONNIE LEON-KREPS

ATTEST:

YVONNE P. HAMILTON, CMC
Village Clerk

APPROVED AS TO FORM:

Robert L. Switkes & Associates, P.A.
Village Attorney

Resolution-Enterprise Fleet Management-Police Vehicle for Chief and Code Enforcement Officer.



FLEET MANAGEMENT

2017MY North Bay Village

Fleet Menu Pricing

Lease Option

Class	Department	Year	Make & Model	Description	Engine Size	36 Month Lease with 15,000 Miles	Full Maintenance	Total Monthly Cost	Quantity	Initial
Mid-Size SUV 4x2	Code Enforcement Supervisor	2017	Ford Explorer	Base 4dr. Front-wheel Drive	V6	\$464.95	\$62.36	\$527.31	1	JKL
Full Size SUV 4x2	Chief of Police	2017	GMC Yukon	SLE 4x2	V8	\$566.95	\$68.67	\$635.62	1	JKL

* ALL PRICING INCLUDES SPECIFIED AFTERMARKET EQUIPMENT

Full Maintenance rates cover ALL routine Vehicle Maintenance (excluding brakes and tires).

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Closed - End (Walkaway) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Closed - End (Walkaway) Lease Agreement with respect to such vehicle.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Walkaway Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle.

LESSEE North Bay Village

BY:

TITLE: Village Manager

DATE:

* INDICATES ITEMS TO BE BILLED ON DELIVERY.
 Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee. Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.
 1 Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).
 2 The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this Invoice (Schedule/Quote), all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to their certain separate (Maintenance Agreement) entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

MASTER WALKAWAY LEASE AGREEMENT

This Master Walkaway Lease Agreement is entered into this twelfth day of October, 2016, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Walkaway Lease Agreement and the various Schedules and addenda to this Master Walkaway Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) The monthly rental rate allows the number of miles per month as set forth in the applicable Schedule. Lessee agrees to pay Lessor at the end of the applicable Term (whether by reason of expiration, early termination or otherwise) an excess mileage charge for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule.

(c) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(d) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(e) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(f) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor, in the same repair, condition and working order as at the commencement of the applicable Term, reasonable wear and tear resulting from proper use excepted. If a Vehicle is not returned in the required condition, Lessee agrees to pay Lessor, at Lessor's option, the estimated cost to restore such Vehicle to such condition, or the actual cost of restoration, if the Vehicle is restored. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4 so long as Lessee repairs any damage to such Vehicle caused by such removal. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the due date of the next following monthly rent payment with respect to such Totaled Vehicle the total of (i) all rent and other amounts, if any, due at the time of such payment and allocable to the Totaled Vehicle plus (ii) the replacement value, as determined by Lessor in good faith, of the Totaled Vehicle immediately prior to the Casualty Occurrence. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$500 per occurrence - Collision and \$250 per occurrence - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such

Initials: EFM _____ Cust. 

insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights

under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee (i) either the Vehicle (in the condition required by Section 4) or the estimated undamaged wholesale value of the Vehicle (as determined by Lessor in good faith) plus (ii) all accrued and unpaid rent for such Vehicle for the period ending on, and all other amounts owed by Lessee with respect to such Vehicle as of, the date all of the amounts owed by Lessee to Lessor under this clause (e) (including the amounts owed under this subclause (i)) are paid in full (the "Payment Date") plus (iii) an amount equal to three (3) months rent plus (iv) Thirty Percent (30%) of the total future rent due under the applicable Schedule for the period commencing on the Payment Date and ending on the last day of the scheduled Term; and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Walkaway Lease Agreement.

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Walkaway Lease Agreement as of the day and year first above written.

LESSEE: North Bay Village

LESSOR: Enterprise FM Trust
By: Enterprise Fleet Management, Inc., its attorney in fact

By: Frank Rollason
Title: Village Manager

By: Brett Frazee
Title: VP of Fleet Management

Address: 1666 Kennedy Causeway, 3rd Floor
North Bay Village FL 33141

Address: 5105 Johnson Road
Coconut Creek, FL 33073

Date Signed: _____

Date Signed _____



AMENDMENT TO MASTER WALKAWAY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this ____ day of October, 2016 is attached to, and made a part of, the MASTER WALKAWAY LEASE AGREEMENT entered into on the ____ day of October, 2016 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and North Bay Village, Florida ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 12 of the Master Walkaway Lease Agreement is amended to read as follows:

INDEMNITY: To the extent permitted by Florida law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee as set forth in Section 768.28 of the Florida Statutes and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to Florida law.

Section 19 of the Master Walkaway Lease Agreement is amended with the following additional paragraph:

NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the Florida State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the State of Florida to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the State of Florida fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, the parties agree that Lessor may recover the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Walkaway Lease Agreement as of the ____ day of October, 2016.



North Bay Village, Florida (Lessee)

By FRANK K. ROCCA
Title: VILLAGE MANAGER

Enterprise FM Trust (Lessor)
By: Enterprise Fleet Management, Inc., its attorney in fact
By _____
Title: _____

**City of Coral Springs
City Commission Meeting Agenda Item**

Meeting: March 2, 2016
Department: Financial Services
Initiated By: Roxanne Sookdeo

Summary Sheet

DOC ID: 4784

SUBJECT: Long Term Vehicle Leasing Services

PRIORITY: Consent

REQUESTED ACTION: Request to award contract for Long-Term Vehicle Leasing Services, RFP #15-C-149 to **Enterprise Fleet Management, Inc.** of St. Louis, Missouri beginning April 1, 2016 through March 31, 2018. The estimated annual expenditure is approximately \$69,000. (REQUEST TO AWARD)

(INCLUDE CONTRACT START/TERM DATES)

PROJECT REVIEWED BY OR INCLUDED IN:

ATTACHMENTS: #1 - Agreement

BACKGROUND / DESCRIPTION:

1. Using Department(s): Police Department
2. Additional information:

The City of Coral Springs Police Department has a need to lease long-term vehicles in its day-to-day operations. A Request for Proposals was advertised and three proposals outlining proposed scope of services, firm qualifications, and references were received.

An evaluation committee reviewed all of the proposals and ranked them. Two firms were interviewed. As a result of the proposal reviews and interviews, Enterprise Fleet Management, Inc. was unanimously selected as the top ranked proposer.

A few of the major reasons for Enterprise Fleet Management, Inc.'s ranking are as follows:

- The firm has competitive rates for the selection of vehicles needed.
- Enterprise has many offices in South Florida. If a vehicle was disabled due to a mechanical problem or accident, a similar replacement will be provided within 24 hours.
- The Police Department has used Enterprise for six years and is very satisfied with the firm's performance.

New 2016 vehicles will be factory ordered, which will provide the officers with the most reliable means to perform their jobs. The Police Department may, at any time, order additional vehicles to meet their needs. The lease rate will be established based on the cost of the particular vehicle at the time of order. During the initial two-year contract term, the rates will remain the same as the original negotiated rates.

**City of Coral Springs
Commission Meeting Agenda Item
Summary Sheet
Meeting: March 2, 2016**

Subject: Long Term Vehicle Leasing Services

Staff recommends awarding the Long-Term Vehicle Leasing Services contract to Enterprise Fleet Management, Inc. for two years with two additional two-year renewal terms available.

COPIES TO: A. Pustizzi, Chief of Police
S. Harbin, Fleet Services Superintendent
M. Heller, Director of Financial Services
S. Whitacre, Deputy City Attorney
J. Hearn, City Attorney

MASTER WALKAWAY LEASE AGREEMENT

This Master Walkaway Lease Agreement is entered into this 2nd day of March, 2016, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Walkaway Lease Agreement and the various Schedules and addenda to this Master Walkaway Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) The monthly rental rate allows the number of miles per month as set forth in the applicable Schedule. Lessee agrees to pay Lessor at the end of the applicable Term (whether by reason of expiration, early termination or otherwise) an excess mileage charge for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule.

(c) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(d) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(e) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(f) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor, in the same repair, condition and working order as at the commencement of the applicable Term, reasonable wear and tear resulting from proper use excepted. If a Vehicle is not returned in the required condition, Lessee agrees to pay Lessor, at Lessor's option, the estimated cost to restore such Vehicle to such condition, or the actual cost of restoration, if the Vehicle is restored. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

Initials: EFM  Cust 

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4 so long as Lessee repairs any damage to such Vehicle caused by such removal. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the due date of the next following monthly rent payment with respect to such Totaled Vehicle the total of (i) all rent and other amounts, if any, due at the time of such payment and allocable to the Totaled Vehicle plus (ii) the replacement value, as determined by Lessor in good faith, of the Totaled Vehicle immediately prior to the Casualty Occurrence. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$5,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$500 per occurrence - Collision and \$250 per occurrence - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and

Initials: EFM Cust WPL

any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee. Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee (i) either the Vehicle (in the condition required by Section 4) or

the estimated undamaged wholesale value of the Vehicle (as determined by Lessor in good faith) plus (ii) all accrued and unpaid rent for such Vehicle for the period ending on, and all other amounts owed by Lessee with respect to such Vehicle as of, the date all of the amounts owed by Lessee to Lessor under this clause (e) (including the amounts owed under this subclause (i)) are paid in full (the "Payment Date") plus (iii) an amount equal to three (3) months rent plus (iv) Thirty Percent (30%) of the total future rent due under the applicable Schedule for the period commencing on the Payment Date and ending on the last day of the scheduled Term; and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

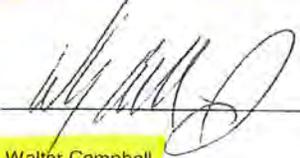
17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

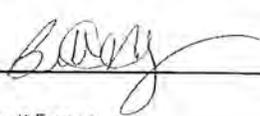
18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Walkaway Lease Agreement.

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Walkaway Lease Agreement as of the day and year first above written.

LESSEE: City of Coral Springs

LESSOR: Enterprise FM Trust
By: Enterprise Fleet Management, Inc., its attorney in fact





By: Walter Campbell
Title: Mayor

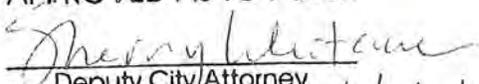
By: Brett Frazee
Title: VP Fleet

Address: 2801 Coral Springs Dr.
Coral Springs, FL 33065

Address: 5105 Johnson Road
Coconut Creek, FL 33073

Date Signed: March 2, 2016

Date Signed: 2/24/2016

APPROVED AS TO FORM

Deputy City Attorney

Attest: Debra Thomas, City Clerk

Initials: EFM  Cust _____



CITY OF CORAL SPRINGS, FLORIDA

CITY COMMISSION MEETING

SUMMARY

Wednesday, March 2, 2016

9:00 AM

City Commission Chambers

9551 West Sample Road

- **Call to Order**

The meeting was called to order at 9:00 AM in the City Commission Chambers of Coral Springs City Hall.

- **Roll Call**

Attendee Name	Title	Status	Arrived
Walter "Skip" Campbell	Mayor	Present	
Dan Daley	Vice Mayor	Present	
Joy Carter	Commissioner	Present	
Lou Cimaglia	Commissioner	Present	
Larry Vignola	Commissioner	Late	9:02 AM
Erdal Dönmez	City Manager	Present	
John J. Hearn	City Attorney	Present	
Debra Thomas	City Clerk	Present	

Also present were Deputy City Manager Susan Grant and Deputy City Manager Jennifer Bramley.

- **Pledge of Allegiance**

- **Recognitions/Proclamations/Presentations**

1. **Presentation, Vietnam War Commemorative Partner Certificate from the U.S. Department of Defense:**

Requested by: Commissioner Cimaglia

The City Commission accepted the Commemorative Certificate; two copies of the Memorial Directory of Names, containing 58,000+ names from the Vietnam Moving Wall, was presented to the Northwest Regional Library and the Coral Springs Historical Committee; and the Veterans accepted the Congressional Certificates.

2. **Proclamation, Our Town America Family Festival:**

The City Commission proclaimed March 11-13, 2016 as "Our Town America Family Festival."

3. **Recognition, Kreul High School Basketball Tournament:**

The City Commission recognized the Reilly Foundation for the 2015 (26th Annual) Kreul Classic High School Basketball Tournament and their involvement with the Bicycle Give Away Program.

4. **Recognition, "Bright Spot" Winners:**

The City Commission recognized the employees who were the winners of the City's "Bright Spot" Drawing.

- **Public Comment**

Mark Bosua encouraged the installation of additional stop signs at the intersection of Heron Bay Boulevard at the intersection of NW 118 Avenue.

John Biggie provided an update on the Corporate Park.

- **Public Hearings/Special Meeting Announcements**

5. **Ordinance 2016-102 relative to Ordinance 2012-117 & Ordinance 2016-103 relative to Ordinance 2012-118 (Broken Woods):**

Request to defer first reading of Ordinance 2016-102 and Ordinance 2016-103 to a date certain of March 16, 2016, at 6:30 PM. (REQUEST TO DEFER)

The City Attorney read the ordinance titles.

ACTION:	The ordinances were deferred to the March 16, 2016, City Commission meeting.	
RESULT:	CONTINUED [UNANIMOUS]	Next: 3/16/2016 6:30 PM
MOVER:	Joy Carter, Commissioner	
SECONDER:	Dan Daley, Vice Mayor	
AYES:	Campbell, Daley, Carter, Cimaglia, Vignola	

- **Consent**

6. **Minutes Approval:** Wednesday, January 27, 2016: Workshop

ACTION:	Summary of Wednesday, January 27, 2016, City Commission Workshop meeting was accepted as presented.	
RESULT:	ACCEPTED [UNANIMOUS]	
MOVER:	Lou Cimaglia, Commissioner	
SECONDER:	Larry Vignola, Commissioner	
AYES:	Campbell, Daley, Carter, Cimaglia, Vignola	

7. **Minutes Approval:** Wednesday, February 17, 2016

ACTION:	Summary of Wednesday, February 17, 2016, City Commission meeting was accepted as presented.	
RESULT:	ACCEPTED [UNANIMOUS]	
MOVER:	Lou Cimaglia, Commissioner	
SECONDER:	Larry Vignola, Commissioner	
AYES:	Campbell, Daley, Carter, Cimaglia, Vignola	

8. Fitness Equipment for Aquatic Complex:

Request to award contract for fitness equipment via National Joint Powers Alliance (NJPA) Contract #120215-LFF to **Life Fitness** of Rosemont, IL from January 20, 2016 through January 19, 2020. The estimated first year expenditure is \$55,900.00. (REQUEST TO AWARD)

ACTION:	The contract was awarded.
RESULT:	AWARDED [UNANIMOUS]
MOVER:	Lou Cimaglia, Commissioner
SECONDER:	Larry Vignola, Commissioner
AYES:	Campbell, Daley, Carter, Cimaglia, Vignola

9. License Agreement, Placement and Maintenance of a Street Light Pole with Florida Department of Transportation:

Request to approve License Agreement with Florida Department of Transportation (FDOT) for the placement and maintenance of a street light pole. (REQUEST TO APPROVE)

ACTION:	The agreement was approved.
RESULT:	APPROVED [UNANIMOUS]
MOVER:	Lou Cimaglia, Commissioner
SECONDER:	Larry Vignola, Commissioner
AYES:	Campbell, Daley, Carter, Cimaglia, Vignola

10. Contract, Long Term Vehicle Leasing Services:

Request to award contract for long-term vehicle leasing services, RFP #15-C-149 to **Enterprise Fleet Management, Inc.** of St. Louis, MO, beginning April 1, 2016 through March 31, 2018. The estimated annual expenditure is approximately \$69,000.00. (REQUEST TO AWARD)

ACTION:	The contract was awarded.
RESULT:	AWARDED [UNANIMOUS]
MOVER:	Lou Cimaglia, Commissioner
SECONDER:	Larry Vignola, Commissioner
AYES:	Campbell, Daley, Carter, Cimaglia, Vignola

- Policy Formation and Direction**

11. Ordinance 2016-101: Second Reading, Creating Pilot Program for Mobile Food Vendors:

Request to approve and adopt second reading of Ordinance 2016-101 relative to petition of the City of Coral Springs creating a two-year pilot program for mobile food vendors for temporary events approved by the City on public or private property with Temporary Use Permit. 1-GA-16 (REQUEST TO APPROVE, ADOPT)

ACTION:	The ordinance was approved and adopted on second reading.
RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dan Daley, Vice Mayor
SECONDER:	Larry Vignola, Commissioner
AYES:	Campbell, Daley, Carter, Cimaglia, Vignola

12. 2015 Comprehensive Annual Financial Report:

Request to accept the Comprehensive Annual Financial Report for the Fiscal Year ending September 30, 2015. (REQUEST TO ACCEPT)

ACTION:	The report was accepted.
RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Dan Daley, Vice Mayor
SECONDER:	Lou Cimaglia, Commissioner
AYES:	Campbell, Daley, Carter, Cimaglia, Vignola

● **Commission Communications**

Members of the Commission each addressed the community noting past and future special events and announced their office hours. Additional topics included:

- An Honorary Canine Mayor as a fundraising event.
- Neighboring municipalities supporting the removal of "Pompano Beach" in their postal addresses and using their own municipality's name.
- The Rotary Club recognized Commissioner Cimaglia as Humanitarian of the Year.

● **City Manager's Communication**

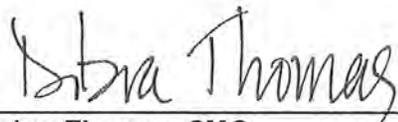
City Manager Erdal Dönmez noted that Robert Bertone of the Coral Springs Fire Department was recognized as Educator of the Year. Mr. Bertone would be recognized at a future Commission meeting.

● **City Attorney's Communication**

City Attorney John Hearn updated the City Commission on the post final judgment issued regarding special assessments and Broward Health. Broward Health refused to accept the City's check in August, and the City had to file relief on the judgment. The Judge responded that the judgment was clear, not ambiguous, and the dollar amount was lowered.

● **Adjournment**

The meeting adjourned at 10:09 AM.



Debra Thomas, CMC
City Clerk

**PROPOSAL FORM FOR LONG TERM UNDERCOVER
VEHICLE LEASING SERVICES
REQUEST FOR PROPOSAL NO. 15-C-149**

**SUBMITTED TO: City of Coral Springs
9551 West Sample Road
Coral Springs, Florida 33065**

1. The undersigned Offeror proposes and agrees, if this Proposal is accepted, to enter into an Agreement with CITY to perform and furnish all work as specified or indicated in the Proposal and Contract Documents for the Contract price and within the Contract time indicated in the Proposal and in accordance with the other terms and conditions of the Proposal and Contract Documents.
2. Offeror accepts and hereby incorporates by reference in this Proposal Form all of the terms and conditions of the Request for Proposal and Instructions to Offerors.
3. The Offeror has become fully informed concerning the local conditions, and nature and extent of work, and has examined all Contract Documents.
4. Offeror has given the Purchasing Agent written notice of all conflicts, errors or discrepancies that it has discovered in the Contract and/or Proposal documents and the written resolution thereof by the Purchasing Agent is acceptable to Offeror.
5. Offeror proposes to furnish all labor, services, and supervision for the work describes as follows:

LONG TERM UNDERCOVER VEHICLE LEASING SERVICES

6. Acknowledgment is hereby made of the following Addenda (identified by number) received since issuance of the Request for Proposal:

Addendum No. _____ Date _____
Addendum No. _____ Date _____
Addendum No. _____ Date _____

7. The following documents are attached to and made as a condition to this Proposal:
 - (a) Proposal and Offeror's Certification
 - (b) Certified Resolution
 - (c) Qualifications Statement
 - (d) Non-Collusive Affidavit
 - (e) Offeror's Foreign (Non-Florida) Corporate Statement
 - (f) References
 - (g) Certificate(s) of Insurance
8. PLEASE HAVE YOUR INSURANCE REPRESENTATIVE CAREFULLY REVIEW

ANY INSURANCE COVERAGES AND CONDITIONS PRIOR TO SUBMITTING YOUR PROPOSAL TO ENSURE COMPLIANCE WITH THE INSURANCE REQUIREMENTS OF THE INSTRUCTIONS TO OFFERORS.

9. The CITY reserves the right to award this contract on the basis of any combination of the above items, or all items, in which the CITY deems in its best interests.
10. The correct legal name of Offeror is: _____
Address: _____
City/State/Zip: _____
Telephone No.: _____ Fax No.: _____
Email address: _____
Social Security No. or Federal I.D. No.: _____
11. Communications concerning this Proposal shall be addressed to _____ at the following address:

Telephone No.: _____ Fax No.: _____
Email address: _____
Submitted on _____, 201__.

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS AN INDIVIDUAL

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this _____ day of _____, 201__.

By: _____
Signature of Individual

Witness

Printed Name of Individual

Witness

Business Address

City/State/Zip

Business Phone Number

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ Day of _____, 201__, by _____ who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp, or type as Commissioned)

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A FICTITIOUS OR TRADE NAME

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this _____ day of _____, 201__.

Printed Name of Firm

By: _____
Signature of Owner

Witness

Printed Name of Individual

Witness

Business Address

City/State/Zip

Business Phone Number

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ Day of _____, 201__, by _____ who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp, or type as Commissioned)

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS A PARTNERSHIP

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this _____ day of _____, 201__.

Witness

Witness

Printed Name of Partnership

By: _____
Signature of General or Managing Partner

Printed Name of partner

Business Address

City/State/Zip

Business Phone Number

State of Registration

State of _____

County of _____

The foregoing instrument was acknowledged before me this ____ Day of _____, 201__, by _____ (Name), _____ (Title) of _____ (Name of Company) who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp,
or type as Commissioned)

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS A CORPORATION

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this _____ day of _____, 201__.

Printed Name of Corporation

Printed State of Incorporation

By: _____
Signature of President or other authorized officer

(CORPORATE SEAL)

Printed Name of President or other authorized officer

ATTEST:

Address of Corporation

By _____
Secretary

City/State/Zip

Business Phone Number

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ Day of _____, 201__, by _____ (Name), _____ (Title) of _____ (Name of Company) on behalf of the corporation, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp, or type as Commissioned)

CERTIFIED RESOLUTION

I, _____ (Name), the duly elected Secretary of _____
_____ (Corporate Title), a corporation organized and existing under the laws of the State of _____
_____, do hereby certify that the following Resolution was unanimously adopted and
passed by a quorum of the Board of Directors of the Said corporation at a meeting held in accordance with
law and the by-laws of the said corporation.

IT IS HEREBY RESOLVED THAT _____ (Name) The duly elected _____
_____ (Title of Officer) of _____ (Corporate Title) be and is hereby
authorized to execute and submit a Bid and Bid Bond, if such bond is required, to the City of Coral Springs
and such other instruments in writing as may be necessary on behalf of the said corporation; and that the Bid,
Bid Bond, and other such instruments signed by him/her shall be binding upon the said corporation as its
own acts and deeds. The secretary shall certify the names and signatures of those authorized to act by the
foregoing resolution.

The City of Coral Springs shall be fully protected in relying upon such certification of the secretary and shall
be indemnified and saved harmless from any and all claims, demands, expenses, loss or damage resulting
from or growing out of honoring, the signature of any person so certified or for refusing to honor any
signature not so certified.

I further certify that the above resolution is in force and effect and has not been revised, revoked or
rescinded.

I further certify that the following are the name, titles and official signatures of those persons authorized to
act by the foregoing resolution.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Given under my hand and the Seal of the said corporation this _____ day of _____, 201__.

(SEAL) By: _____
Secretary

Corporate Title

NOTE:
The above is a suggested form of the type of Corporate Resolution desired. Such form need not be followed
explicitly, but the Certified Resolution submitted must clearly show to the satisfaction of the City of Coral
Springs that the person signing the Bid and Bid Bond for the corporation has been properly empowered by
the corporation to do so in its behalf.

NON-COLLUSIVE AFFIDAVIT

State of _____)

)ss.

County of _____)

_____ being first duly sworn, deposes and says that:

- (1) He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____, the Bidder that has submitted the attached Bid;
- (2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered
in the presence of:

By: _____

(Printed Name)

(Title)

ACKNOWLEDGEMENT

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____
_____ 201__, by _____, who is personally known to me
or who has produced _____ as identification and who did (did not) take an
oath.

WITNESS my hand and official seal

NOTARY PUBLIC

(Name of Notary Public: Print,
Stamp, or Type as Commissioned.)

QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: City of Coral Springs
 (Purchasing Administrator)

ADDRESS: 9551 West Sample Road
 Coral Springs, Florida 33065

CIRCLE ONE

SUBMITTED BY: _____

NAME _____

ADDRESS: _____

TELEPHONE NO. _____

FAX NO. _____

E-MAIL ADDRESS: _____

Corporation
Partnership
Individual
Other

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Proposer is: _____

The address of the principal place of business is: _____

2. If Proposer is a corporation, answer the following:

a. Date of Incorporation: _____

b. State of Incorporation: _____

c. President's name: _____

d. Vice President's name: _____

e. Secretary's name: _____

f. Treasurer's name: _____

g. Name and address of Resident Agent:

3. If Proposer is an individual or a partnership, answer the following:

a. Date of organization: _____

b. Name, address and ownership units of all partners:

c. State whether general or limited partnership: _____

4. If Proposer is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

5. If Proposer is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name?

a. Under what other former names has your organization operated?

THE PROPOSER ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY PROPOSER TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE PROPOSER'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE OWNER TO REJECT THE BID, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.

Signature

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 201_ by _____ of _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp,
or type as Commissioned)

FOREIGN (NON-FLORIDA) CORPORATIONS MUST COMPLETE THIS FORM

DEPARTMENT OF STATE CORPORATE CHARTER NO. _____

If your corporation is exempt from the requirements of Section 607.1501, Florida Statutes, YOU MUST CHECK BELOW the reason(s) for the exemption. Please contact the Department of State, Division of Corporations at (850) 245-6051 for assistance with corporate registration or exemptions.

607.1501 Authority of foreign corporation to transact business required.

- (1) A foreign corporation may not transact business in this state until it obtains a certificate of authority from the Department of State.
- (2) The following activities, among others, do not constitute transacting business within the meaning of subsection (1):
- ____(a) Maintaining, defending, or settling any proceeding.
 - ____(b) Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs.
 - ____(c) Maintaining bank accounts.
 - ____(d) Maintaining officers or agencies for the transfer, exchange, and registration of the corporation's own securities or maintaining trustees or depositaries with respect to those securities.
 - ____(e) Selling through independent contractors.
 - ____(f) Soliciting or obtaining orders, whether by mail or through employees, agents, or otherwise, if the orders require acceptance outside this state before they become contracts.
 - ____(g) Creating or acquiring indebtedness, mortgages, and security interests in real or personal property.
 - ____(h) Securing or collecting debts or enforcing mortgages and security interests in property securing the debts.
 - ____(i) Transacting business in interstate commerce.
 - ____(j) Conducting an isolated transaction that is completed within 30 days and that is not one in the course of repeated transactions of a like nature.
 - ____(k) Owning and controlling a subsidiary corporation incorporated in or transacting business within this state or voting the stock of any corporation which it has lawfully acquired.
 - ____(l) Owning a limited partnership interest in a limited partnership that is doing business within this state, unless such limited partner manages or controls the partnership or exercises the powers and duties of a general partner.
 - ____(m) Owning, without more, real or personal property.
- (3) The list of activities in subsection (2) is not exhaustive.
- (4) This section has no application to the question of whether any foreign corporation is subject to service of process and suit in this state under any law of this state.

Please check one of the following if your firm is NOT a corporation:

- (I) _____ Partnership, Joint Venture, Estate or Trust
(II) _____ Sole Proprietorship or Self-Employed

NOTE: This sheet MUST be enclosed with your bid if you claim an exemption or have checked I or II above. If you do not check I or II above, your firm will be considered a corporation and subject to all requirements listed herein.

BIDDER'S CORRECT LEGAL NAME

SIGNATURE OF AUTHORIZED AGENT OF BIDDER



DATE: September 15, 2015

RFP NO. 15-C-149

REQUEST FOR PROPOSALS

ALL INTERESTED PARTIES:

The City of Coral Springs, Florida, hereinafter referred to as CITY, will receive sealed Proposals at the office of the Purchasing Administrator, City Hall, 9551 West Sample Road, Coral Springs, Florida 33065, for furnishing the services described below:

LONG TERM UNDERCOVER VEHICLE LEASING SERVICES

Sealed Proposals must be received and time stamped in by the Purchasing Administrator, either by mail or hand delivery, no later than 2:00 p.m. local time on Wednesday, October 7, 2015. A public opening will take place at or before 2:15 p.m. in the City Commission Chambers located at City Hall on the same date. Any Proposals received after 2:00 p.m. local time on said date will not be accepted under any circumstances. Any uncertainty regarding the time a Proposal is received will be resolved against the Offeror.

Proposals are subject to the attached Standard Terms and Conditions contained in the Instructions to Offerors.

CITY reserves the right to reject any or all Proposals, to waive any informalities or irregularities in any Proposals received, to re-advertise for Proposals, to award in whole or in part to one or more offeror's, or take any other such actions that may be deemed to be in the best interests of the CITY.

Roxanne Sookdeo
Purchasing Agent II
(954) 344-1103

CITY OF CORAL SPRINGS, FLORIDA • FINANCIAL SERVICES DEPARTMENT • PURCHASING DIVISION
9551 W. Sample Road • Coral Springs, FL 33065 • CoralSprings.org
Phone 954-344-1100 • Fax 954-344-1186

I. STATEMENT OF THE WORK

A. Objective:

Solicit competitive sealed proposals from qualified contractors to furnish long-term (minimum 24 months) undercover vehicle leasing services for the City of Coral Springs.

Due to the nature of the investigative and undercover work involved, utmost discretion is required of the awarded contractor during the administration of any vehicle leases resulting from this request for proposals.

B. Services Required by the City:

Contractor shall:

- Provide a vehicle leasing program for the City to include approximately 11 vehicles. The City of Coral Springs lease program's intended use is for undercover investigation and surveillance. Other departments in said City may also use the contract as needed.
- Provide a wide selection of vehicles from which to choose, including notifying the City when new vehicles are available for lease.
- Provide a long-term lease program, which would allow the City to exchange vehicles or replace vehicles at the end of the lease term at any of the vendor's locations.

II. SCOPE OF SERVICES

Vehicle Usage

The vehicles will be primarily used within the boundaries of the City. However, at the discretion of the City, the vehicles may be used for statewide travel. The anticipated annual minimum number of leases or estimated annual expenditure will be listed on the pricing page.

Vehicles To Be Provided

Vendor is to provide a list of various vehicles available, preferably Trucks, SUVs and Minivans.

If vehicle is disabled due to a mechanical problem or accident, vendor shall describe how a replacement or exchange vehicle shall be issued.

Maintenance of Vehicles

The City of Coral Springs shall maintain the vehicles provided under the agreement for mechanical repairs, preventive maintenance and routine maintenance, not covered under the vehicle's original manufacturer's warranty.

Mechanical Repairs: The City shall receive direction from Contractor.

Preventive maintenance shall include oil changes, tire rotations, and fluid replacement. Routine maintenance shall include tire replacement, belts and brakes.

Modifications of Vehicles

City may apply, at own expense, window tinting to any leased vehicle. City may also install any electronic equipment deemed necessary to any leased vehicle with the understanding that said installation will not cause permanent damage to the vehicle. Any costs incurred to remove equipment shall be the City's responsibility.

Mileage

The average number of miles driven per vehicle is 19,000 annually.

Term

Contract term shall depend on lease term proposed and accepted with renewal terms possible.

Roadside Service

Roadside assistance shall be included. (Proposer must describe the level of service available.)

Vehicle Tags

Vendor shall be responsible for all tags and registration fees for leased vehicles.

III. PROPOSAL REQUIREMENTS

1. Scope of Services Proposed

Clearly describe the scope of services proposed, inclusive of your ability to provide a wide variety of vehicles to meet the needs of the City. A brief statement must be included which explains why your approach and plan would be the most effective and beneficial to the City of Coral Springs.

A copy of the proposers master lease agreement that is proposed for use with the City should be attached to your proposal response, including all relevant and applicable terms and conditions.

2. Firm Qualifications

This section of the proposal should give a description of the firm, including the size, range of activities, etc. Particular emphasis should be given as to how the firm-wide experience and expertise in the area of Long-Term Leasing for Undercover Vehicles will be brought to bear on the proposed work.

This section must also identify the contact person supervisory personnel who will work on the project. Resumes of each person should be provided with emphasis being given to their experience with similar work. If resumes are not available at the time the proposal is submitted, you should provide a listing of the qualifications, including education, experience, etc., that will be required.

3. References

Provide a list and description of similar services satisfactorily performed within the past two (2) years. For each engagement listed, include the name and telephone number of a representative for whom the engagement was undertaken who can verify satisfactory performance.

4. Price Proposal

Submit your signed, firm, fixed fee performance-based price proposal for providing all services, materials, etc., required for provision of vehicle leases including any applicable mileage allowance and ancillary charges or fees. Proposed leases shall include pricing for a minimum 24-month lease term. A pricing matrix should be provided for the various types and/or classes of vehicles available from the proposer.

Proposer should attach a complete pricing matrix for the various types and/or classes of vehicles available including, but not limited to:

- Length of lease terms
- Cost per vehicle per month
- Mileage allowance (monthly, annually, term of lease)
- Ancillary fees or charges

5. Proposal Copies

Submission of one (1) original, three (3) copies and one (1) electronic copy (CD or thumb drive) of the proposal should be submitted to the City of Coral Springs, City Hall, 9551 West Sample Road, Coral Springs, Florida 33065, to the attention of Roxanne Sookdeo, Purchasing Agent II.

6. Addenda, Additional Information – Contact with City Staff

Any addenda or answers to written questions supplied by the City to participating Offeror's become part of this Request for Proposal and the resulting contract. This proposal form shall be signed by an authorized company representative, dated and returned with the proposal.

No negotiations, decisions or actions shall be initiated or executed by the Offeror as a result of any discussions with any City employee. Only those communications, which are in writing from the Purchasing Administrator, may be considered as a duly authorized expression. Also, only communications from Offerors that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of the Offeror.

IV. EVALUATION OF PROPOSALS

Evaluation Method and Criteria

Proposals will be evaluated in accordance with weighted criteria listed below:

	<u>POINT RANGE</u>
Scope of Services Proposed	30
Firm Qualifications & References	30
Price	40

These weighted criteria are provided to assist the proposers in the allocation of their time and efforts during the submission process. The criteria also guides the Evaluation Committee during the short-listing and final ranking of proposers by establishing a general frame work for those deliberations.

Short listed proposals will be selected for an interview prior to a recommendation being presented to the City Commission. As the best interest of the CITY may require, the right is reserved to reject any and all proposals or waive any minor irregularity or technicality in proposals received. Proposers are cautioned to make no assumptions unless their proposal has been evaluated as being responsive.

The successful proposer shall be required to execute a City contract covering the scope of services to be provided and setting fourth the duties, rights and responsibilities of the parties. This contract must be executed by the successful proposer prior to recommendation of award and presentation to the City Commission.

V. SCHEDULE OF EVENTS

The schedule of events, relative to the procurement shall be as follows:

<u>Event</u>	<u>Date (on or by)</u>
1. Issuance of Request for Proposals	9/15/15
2. Opening of Proposals	10/7/15
3. Proposal Evaluations	10/30/15
4. Contract Negotiations	11/13/15
5. Award of Contract	1/6/16

CITY reserves the right to delay scheduled dates.

VI. SUMMARY OF DOCUMENTS TO BE SUBMITTED WITH PROPOSALS

1. Samples of the following documents (except the Certificate of Insurance), are attached and shall be executed as a condition to this offer:
 - (a) Proposal and Offeror's Certification
 - (b) Certified Resolution
 - (c) Qualifications Statement
 - (d) Non-Collusive Affidavit
 - (e) Offeror's Foreign (Non-Florida) Corporate Statement
 - (f) References
 - (g) Certificate(s) of Insurance

VII. AWARD OF CONTRACT

The contract or contracts shall be awarded to the responsible Offeror(s) whose Proposal(s) is/are determined to be the most advantageous to CITY, taking into consideration the evaluation factors and criteria set forth in the Request for Proposals.

Be advised that the CITY is prepared to award individual contracts for each service or multiple services or any other combination of services as CITY deems in its best interests.

VIII. INSURANCE

PLEASE HAVE YOUR INSURANCE REPRESENTATIVE CAREFULLY REVIEW ANY INSURANCE COVERAGES AND CONDITIONS PRIOR TO SUBMITTING YOUR PROPOSAL TO ENSURE COMPLIANCE WITH THE INSURANCE REQUIREMENTS OF THE INSTRUCTIONS TO OFFERORS.

RFP NO: 15-C-149
LONG TERM LEASE OF UNDERCOVER VEHICLES

INSTRUCTIONS TO OFFERORS
STANDARD TERMS AND CONDITIONS

1. **DEFINED TERMS**

1.1 Terms used in these Instructions to Offerors are defined and have the meaning assigned to them. The term "Offeror" means one who submits a Proposal directly to CITY as distinct from a Sub-Offeror, who submits a Proposal to the Offeror. The term "Successful Offeror" means the qualified, responsible and responsive Offeror to whom CITY (on the basis of CITY'S evaluation as hereinafter provided) makes an award. The term "CITY" refers to the City of Coral Springs, a municipal corporation of the State of Florida. The term "Proposal Documents" includes the Request for Proposals, Instructions to Offerors, Proposal, Qualifications Statement, Non-Collusive Affidavit, Corporate Resolution or Letter of Transmittal, Proposal Security and Specifications, if any, and the proposed Contract Documents, if any, (including all Addenda issued prior to receipt of Proposals). The term "CONTRACTOR" shall mean the individual(s) or firm(s) to whom the award is made and who executes the Contract Documents.

2. **SPECIAL CONDITIONS**

2.1 Any and all Special Conditions that may vary from the General Conditions shall have precedence.

3. **EXAMINATION OF CONTRACT DOCUMENTS AND SITE**

3.1 Before submitting a Proposal, each Offeror must (a) consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, or performance of the work, (b) study and carefully correlate the Offeror's observations with the Proposal Documents; and (c) notify the Purchasing Administrator of all conflicts, errors and discrepancies, if any, in the Proposal Documents.

3.2 The Offeror, by and through the submission of a Proposal, agrees that he shall be held responsible for having familiarized himself with the nature and extent of the work and any local conditions that may affect the work to be done and the equipment, materials, parts and labor required.

4. SPECIFICATIONS

- 4.1 The apparent silence of the Specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the Specifications shall be made on the basis of this statement.
- 4.2 For the purpose of evaluation, the Offeror must indicate any variance or exceptions to the stated Specifications, no matter how slight. Deviations should be explained in detail. Absence of variations and/or corrections will be interpreted to mean that the Offeror meets all the Specifications in every respect.

5. INTERPRETATIONS AND ADDENDA

- 5.1 If the Offeror should be in doubt as to the meaning of any of the Proposal Documents, is of the opinion that the Conditions and Specifications contain errors or contradictions or reflect omissions, or has any question concerning the conditions and specifications, he shall submit a written request directed to the Purchasing Administrator for interpretation or clarification. Such request must reference the date of Proposal opening and Proposal number and should be received by the Purchasing Administrator at least ten (10) calendar days before the date of the formal opening of the Proposals. Questions received less than ten (10) calendar days prior to the Proposal opening shall not be answered. Interpretations or clarifications in response to such questions will be issued in the form of written addenda and shall be mailed to all parties recorded by CITY'S Purchasing Administrator as having received the Proposal Documents. The issuance of a written addendum shall be the only official method whereby such an interpretation or clarification will be made.

6. PRICES PROPOSED

- 6.1 Prices shall be shown in both unit amounts and extensions whenever applicable. In the event of discrepancies existing between unit amounts and extensions or totals, unit amounts shall govern.
- 6.2 All prices and costs for equipment shall remain firm and fixed for acceptance for ninety (90) calendar days after the day of the Proposal opening.
- 6.3 The Proposal Price shall include all permit fees, royalties, license fees and other costs arising from the use by such design, equipment and/or materials

in any way involved in the work.

7. NON-COLLUSIVE AFFIDAVIT

7.1 Each Offeror shall complete the Non-Collusive Affidavit Form and shall submit the form with the Proposal. CITY considers the failure of the Offeror to submit this document to be a major irregularity and may be cause for rejection of the Proposal.

8. PUBLIC ENTITY CRIMES INFORMATION STATEMENT

8.1 A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

9. CONFLICT OF INTEREST

9.1 The award of any contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Offerors must disclose with their Proposal the name of any officer, director, partner, proprietor, associate or agent who is also an officer or employee of CITY or any of its agencies. Further, all Offerors must disclose the name of any officer or employee of CITY who owns, directly or indirectly, an interest of five percent (5%) or more in the Offeror's firm or any of its branches or affiliate companies.

10. SUBMISSION OF PROPOSALS

10.1 Proposals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections to prices made by the Offeror must be initialed.

10.2 Proposals must contain a manual signature of the authorized representative of the Offeror. Proposals shall contain an acknowledgment of receipt of all Addenda. The address and telephone number for communications regarding the Proposal must be shown.

10.3 Proposals by corporations must be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to

sign. The corporate address and state of incorporation must be shown below the signature.

- 10.4 Proposals by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- 10.5 Proposals shall be submitted at or before the time and at the place indicated in the Request for Proposals and shall be submitted in a sealed envelope (faxed proposals will not be accepted under any circumstances). The envelope shall be clearly marked on the exterior "**PROPOSAL FOR LONG TERM UNDERCOVER VEHICLE LEASING SERVICES** THE CITY OF CORAL SPRINGS, FLORIDA," and shall state the name and address of the Offeror and shall be accompanied by any other required documents. No responsibility will attach to the Purchasing Office for the premature opening of a Proposal not properly addressed and identified.
- 10.6 In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable state and federal law, the Request for Proposal and the responses thereto are in the public domain. However, the Offerors are requested to identify specifically any information contained in their Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.
- 10.7 All Proposals received from Offerors in response to the Request for Proposal will become the property of CITY and will not be returned to the Offerors. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of CITY.

11. MODIFICATION AND WITHDRAWAL OF PROPOSALS

- 11.1 Proposals may be modified or withdrawn by an appropriate document duly executed (in the manner that a Proposal must be executed) and delivered to the place where Proposals are to be submitted at any time prior to the deadline for submitting Proposals. A request for withdrawal or a modification must be in writing and signed by a person duly authorized to do so. Evidence of such authority must accompany the request for withdrawal or modification. Withdrawal of a Proposal will not prejudice the rights of an Offeror to submit a new Proposal prior to the Proposal opening date and time. After expiration of the period for receiving Proposals, no Proposal may be withdrawn or modified.
- 11.2 If, within twenty-four (24) hours after Proposals are opened, any Offeror files

a duly signed, written notice with CITY and within five (5) calendar days thereafter demonstrates to the reasonable satisfaction of CITY by clear and convincing evidence there was a material and substantial mistake in the preparation of its Proposal, or that the mistake is clearly evident on the face of the Proposal but the intended correct Proposal is not similarly evident, then Offeror may withdraw its Proposal and the Bid Security will be returned. Thereafter, the Offeror will be disqualified from further bidding on the subject Contract.

12. REJECTION OF PROPOSALS

- 12.1 To the extent permitted by applicable state and federal laws and regulations, CITY reserves the right to reject any and all Proposals, to waive any and all informalities not involving price, time or changes in the work with the Successful Offeror, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Proposals. Proposal will be considered irregular and may be rejected, if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations, or irregularities of any kind.
- 12.2 CITY reserves the right to reject the Proposal of any Offeror if CITY believes that it would not be in the best interest of the CITY to make an award to that Offeror, whether because the Proposal is not responsive or the Offeror is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by CITY.

SPECIAL CONDITIONS TO INSTRUCTIONS TO OFFERORS

13. QUALIFICATIONS OF OFFERORS

- 13.1 Each Offeror should complete the Qualifications Statement and submit the same with his Proposal. Failure to submit the Qualifications Statement and the documents required thereunder with the Proposal may constitute grounds for rejection of the Proposal.
- 13.2 As a part of the proposal evaluation process, City may conduct a background investigation, including a record check by the Coral Springs Police Department of offeror. Offeror's submission of a proposal constitutes acknowledgment of the process and consent to such investigation.
- 13.3 No proposal shall be accepted from, nor will any contract be awarded to, any person, who is in arrears to CITY, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to CITY, or who is deemed irresponsible for unreliable by CITY.

- 13.4 City reserves the right to make a pre-award inspection of the Offeror's facilities and equipment prior to award of Contract.

14. ENVIRONMENTAL REGULATIONS

- 14.1 City reserves the right to consider Offeror's history of citations and/or violations of environmental regulations in determining an Offeror's responsibility, and further reserves the right to declare an Offeror not responsible if the history of violations warrant such determination. Offeror shall submit with the Proposal a complete history of all citations and/or violations, notices and dispositions thereof. The non-submission of any such documentation shall be deemed to be an affirmation by the Offeror that there are no citations or violations. Offeror shall notify City immediately of notices of any citation or violation, which Offeror may receive after the Proposal opening date and during the time of performance of any contract awarded to offerors.

15. INSURANCE

- 15.1 Offeror shall submit a certificate(s) of insurance evidencing the required insurance together with the Proposal. Failure to do so may cause rejection of the Proposal.
- 15.2 Prior to Award and in any event prior to commencing work, the Successful Offeror shall provide CITY with certified copies of all insurance policies providing coverage as required by these Special Conditions.
- 15.3 The Successful Offeror shall secure and maintain, at its own expense, and keep in effect during the full period of the contract a policy or policies of insurance, which must include the following coverages and minimum limits of liability:
- (a) Worker's Compensation and Employer's Liability Insurance for all employees of the Successful Offeror engaged in work under the Contract in accordance with the laws of the State of Florida. The Successful Offeror shall agree to be responsible for the employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.
 - (b) Comprehensive General Liability Insurance with the following minimum limits of liability:
 - \$ 1,000,000 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence

Coverage shall specifically include the following minimum limits not less than those required for Bodily Injury Liability and Property Damage:

\$ 1,000,000 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence

- (1) Premises and Operations;
- (2) Independent Contractors;
- (3) Products and Completed Operations;
- (4) Broad Form Property Damage;
- (5) Broad Form Contractual Coverage applicable to the Contract and specifically confirming the indemnification and hold harmless agreement in the Contract;
- (6) Personal Injury Coverage with employment and contractual exclusions removed and deleted.

- (c) Comprehensive Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by Successful Offeror in the performance of the work with the following minimum limits of liability:

\$ 1,000,000 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence

15.4 ALL LIABILITY INSURANCE POLICIES SHALL SPECIFICALLY PROVIDE THAT THE CITY OF CORAL SPRINGS IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF THE CONTRACTOR UNDER THE CONTRACT. INSURANCE Companies selected must be acceptable to CITY. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to CITY by certified mail.

15.5 The required insurance coverage shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide:

Financial Stability B+ to A+

15.6 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against CITY with the express intention of the parties

being that the required insurance coverages protect both parties as the primary coverages for any and all losses covered by the above described insurance.

- 15.7 The Successful Offeror shall ensure that any company issuing insurance to cover the requirements contained in this Contract agrees that they shall have no recourse against CITY for payment or assessments in any form on any policy of insurance.
- 15.8 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which CITY is named as an additional named insured shall not apply to CITY. CITY shall provide written notice of occurrence within fifteen (15) working days of CITY'S actual notice of such an event.
- 15.9 The Successful Offeror shall not commence work under the Contract until after he has obtained all of the minimum insurance herein described.
- 15.10 The Successful Offeror agrees to perform the work under the Contract as an independent contractor, and not as a subcontractor, agent or employee of CITY.
- 15.11 Violation of the terms of this paragraph and its sub-parts shall constitute a breach of the Contract and CITY, at its sole discretion, may cancel the Contract and all rights, title and interest of the Successful Offeror shall thereupon cease and terminate.

16. INDEMNIFICATION

- 16.1 GENERAL INDEMNIFICATION: To the fullest extent permitted by laws and regulations, Successful Offeror shall indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, harmless from any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential arising out of or in consequence arising out of or alleged to have arisen out of or in consequence of the products, goods or services furnished by or operations of the Successful Offeror or his subcontractors, agents, officers, employees or independent contractors pursuant to or in the performance of the Contract.
- 16.2 PATENT AND COPYRIGHT INDEMNIFICATION: Successful Offeror agrees to indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any invention, process, material, property or other work manufactured or used in connection with the performance of the Contract, including its use by CITY.

- 16.3 The Successful Offeror shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.
- 16.4 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Successful Offeror under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive CITY's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

17. RISK OF LOSS

- 17.1 The risk of loss, injury or destruction, regardless of the cause of the casualty, shall be
carried by Successful Offeror until the delivery and installation of the equipment to CITY's premises, and inspection and acceptance of the equipment by CITY. Title to equipment shall pass to CITY upon acceptance by CITY.

18. WARRANTIES

- 18.1 Warranty of Merchantability: Successful Offeror warrants that all equipment and materials to be supplied pursuant to the Agreement will be merchantable, of good quality and free from defects, whether patent or latent in material or workmanship.
- 18.2 Warranty of Fitness for a Particular Purpose: Successful offeror warrants the equipment shall be fit for and sufficient for the purpose(s) intended. The proposal(s) for which the equipment covered by the contract is intended is: lease of vehicles for investigative and undercover work.
- 18.2.1 Successful offeror understands and agrees that CITY is purchasing the equipment in reliance upon the skill of Successful Offeror in furnishing the equipment suitable for the above-stated purpose. If the equipment cannot be used in the manner stated in this Paragraph, then City, at its sole discretion may return the parts to successful offeror for a full refund of any and all moneys paid for the parts.
- 18.3 Warranty of Title: Successful Offeror warrants that all equipment delivered under the contract shall be of new manufacture and that Successful Offeror possesses good and clear title to said equipment and there are no pending liens, claims or encumbrances whatsoever against said equipment.

- 18.4 Successful Offeror warrants that there has been no violation of copyrights, patent rights or licensing agreements in connection with the work of the contract.
- 18.5 Successful Offeror warrants to CITY that the consummation of the work provided for in the Contract documents will not result in the breach of any term or provision of, or constitute a default under any indenture, mortgage, contract, or agreement to which Successful Offeror is a party.
- 18.6 Successful Offeror warrants to CITY that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Contract.
- 18.7 Successful Offeror warrants to CITY that it will comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under the Contract.
- 18.8 All warranties made by Successful Offeror together with service warranties and guaranties shall run to CITY and the successors and assigns of CITY.

19. TAXES

- 19.1 Successful Offeror shall pay all applicable sales, consumer use and other similar taxes required by law.

20. TERMINATION FOR CAUSE AND DEFAULT

- 20.1 In the event Successful Offeror shall default in any of the terms, obligations, restrictions or conditions in any of the Proposal documents, CITY shall give written notice by certified mail, return receipt requested to Successful Offeror of the default and that such default shall be corrected or actions taken to correct such default shall be commenced within three (3) calendar days thereof. In the event Successful Offeror has failed to correct the conditions of default or the default is not remedied to the satisfaction and approval of CITY, CITY shall have all legal remedies available to it, including, but not limited to termination of the Contract in which case Successful Offeror shall be liable for all procurement and reprourement costs and any and all damages permitted by law arising from the default and breach of the Contract.

21. TERMINATION FOR CONVENIENCE OF CITY

- 21.1 Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to Successful Offeror, CITY may without cause and

without prejudice to any other right or remedy, terminate the agreement for CITY's convenience whenever CITY determines that such termination is in the best interests of CITY. Where the agreement is terminated for the convenience of CITY, the notice of termination to Successful Offeror must state that the Contract is being terminated for the convenience of CITY under the termination clause and the extent of termination. Upon receipt of the notice of termination for convenience, Successful Offeror shall promptly discontinue all work at the time and to the extent indicated on the notice of termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Contract and refrain from placing further orders and subcontracts except as they may be necessary, and complete any continued portions of the work.

22. AUDIT RIGHTS

22.1 City reserves the right to audit the records of Successful Offeror at any time during the performance and term of the Contract and for a period of three (3) years after completion and acceptance by City. If required by City, Successful Offeror shall agree to submit to an audit by an independent certified public accountant selected by City. Successful Offeror shall allow City to inspect, examine and review the records of Successful Offeror at any and all times during normal business hours during the term of the contract.

23. ASSIGNMENT

23.1 Successful Offeror shall not assign, transfer or subject the Contract or its rights, title or interests or obligations therein without CITY'S prior written approval.

23.2 Violation of the terms of this paragraph shall constitute a breach of the Contract by Successful Offeror and CITY may, at its discretion, cancel the Contract and all rights, title and interest of Successful Offeror shall thereupon cease and terminate.

24. GOVERNING LAWS: This RFP/Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to principles of conflicts of laws thereof.

25. VENUE: Any litigation arising out of this RFP/Agreement shall be brought in the Seventeenth Judicial Circuit for Broward County, Florida.

26. COST ADJUSTMENTS

- 26.1 The pricing schedule submitted by the successful proposer (or as modified during contract negotiations) will be incorporated into a two-party master lease agreement between the proposer and the City. This schedule shall remain firm for the entire term of the initial contract term (i.e., 24 months). Any requested cost increase after the specified initial contract term shall be fully documented and submitted in writing to the Purchasing Administrator at least ninety (90) days prior to the beginning of the second contract term or at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective after the initial contract term or upon the renewal date of the contract.



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

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NORTH BAY VILLAGE RECOMMENDATION MEMORANDUM

DATE: October 18, 2016

TO: Mayor Connie Leon Kreps
Vice-Mayor Jorge Gonzalez
Commissioner Dr. Richard Chervony
Commissioner Andreana Jackson
Commissioner Eddie Lim

RECOMMENDED BY: Village Manager Frank K. Rollason

PRESENTED BY: Village Manager Frank K. Rollason

SUBJECT: Award of RFP No. NBV 2016-003

RECOMMENDATION:

It is recommended that the Village Commission approve the attached Resolution and authorize the Village Manager to execute an agreement with Fence Masters, Inc., for the Award of RFP No. NBV RFP - 2016-003 entitled **PUBLIC WORKS YARD FENCE** in an amount of \$38,400.

BACKGROUND:

The existing fencing in front of the Public Works Yard has deteriorated over the years and is currently in a shabby and non-functioning condition. The vehicular access gates do not operate properly and lend the yard to be easily accessed during off hours, where heavy equipment vehicles are stored. In addition, access can also be gained to the main sanitary pump station grounds where various pieces of equipment and supplies are stored. Added to the current conditions are the valid complaints from surrounding residential neighbors on the aesthetics of the grounds and the visibility of the trash dumpster and its contents. The existing fencing on the east side of the yard adjacent to the dumpster is of low height allowing individuals to throw all sorts of debris and waste over the fence in an attempt to hit the dumpster, which make the grounds unsightly. This fencing project is designed to continue the new fencing installed at the front of Schonberger Park across the front of the Police Dispatch Center and the Public Works Yard. There will also be a tall, rolling gate installed in front of the dumpster to close it from view of the residents in the complex across the street.

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Andreana Jackson

Commissioner
Eddie Lim

BID RESPONSE:

There was only one bidder for this RFP – Fence Masters, Inc. – a reputable firm who has performed work for us in the past. In fact, they installed the new fencing for Schonberger Park and the new fence along the seawall at Paul Vogel Park. In that only one bid was received, the Village Procurement Code allows for the Manager to negotiate a contract in the best interest of the Village. Those negotiations have taken place and the manager has negotiated a reduced price of \$38,400 from the bid price of \$38,819.

FINANCIAL BUDGETARY IMPACT:

The project is funded from Utility Funds Account No. 430-30-533-4604 entitled Building Maintenance.

PERSONNEL IMPACT:

None

CONTACT: Rodney Carrero, Director, Public Works Department

PUBLIC WORKS YARD FENCE

RFP NO. NBV RFP 2016-003

CONTRACT NEGOTIATIONS ON OCTOBER 20, 2016

1. PERSONNEL PRESENT:
 - a. Frank Rollason, Village Manager
 - b. Rodney Carrero, Public Works Director
 - c. Tim Smith, Public Works Supervisor
 - d. Carlo Cortina, Fence Masters Representative
2. RESULTS OF NEGOTIATIONS:
 - a. The 10' Double Gate in front of the dumpster will be installed at no additional cost.
 - b. Final bid price was lowered from \$38,819 to \$38,400.



Frank K. Rollason, Village Manager



Carlo Cortina, Fence Masters Representative



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

MEMORANDUM North Bay Village

DATE: October 18, 2016

TO: Yvonne P. Hamilton, CMC
Village Clerk

FROM: Frank K. Rollason
Village Manager

SUBJECT: Introduction of Resolution

Pursuant to Section 3.08 of the Village Charter, I hereby introduce the following Resolution:

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE VILLAGE MANAGER, AND AWARDED RFP NO. 2016-003 FOR INSTALLATION OF FENCING AT THE PUBLIC WORKS YARD AT 1841 GALLEON STREET TO FENCE MASTERS, INC.; AUTHORIZING THE RELATED CONTRACT PURSUANT TO THE SCOPE OF SERVICES OUTLINED IN THE RFP; AND SETTING AN EFFECTIVE DATE.

Accordingly, please place the item on the next available agenda.

FKR/yp

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Andreana Jackson

Commissioner
Eddie Lim

RESOLUTION NO: _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE VILLAGE MANAGER, AND AWARDING RFP NO. 2016-003 FOR INSTALLATION OF FENCING AT THE PUBLIC WORKS YARD AT 1841 GALLEON STREET TO FENCE MASTERS, INC.; AUTHORIZING THE RELATED CONTRACT PURSUANT TO THE SCOPE OF SERVICES OUTLINED IN THE RFP; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)

WHEREAS, North Bay Village, in accordance with applicable State and local laws, has solicited Request for Proposals (RFP) from qualified companies to furnish and install several fences at the Public Works Yard located at 1841 Galleon Street; and

WHEREAS, one (1) proposal was received from Fence Masters, Inc. at a bid price of \$338,819; and

WHEREAS, an Evaluation Committee reviewed the proposal and find it to be responsive, in accordance with the scope of work and RFP criteria; and

WHEREAS, pursuant to Section 36.25(N)(1) of the Village Code, the Village Manager has the authority to negotiate the best terms and conditions with the responsive proposer, when less than three responsive proposals are received.

WHEREAS, the Village Manager negotiated a price of \$38,400.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above Recitals are true and correct and incorporated herein by this reference.

Section 2. Award of Proposal. RFP No. NBV 2016-003 for installation of fencing around the Public Works Yard at 1841 Galleon Street, in accordance with the scope of services outlined in the RFP is hereby awarded to Fence Masters, Inc.

Section 3. Authorization of Village Officials. The Village Manager is authorized to enter into an agreement with Fence Masters, Inc. at a lump sum amount of \$38,400, payable from Utility Funds, Account No. 430-30-533-4604, subject to the approval as to form and legality by the Village Attorney.

Section 4. Effective Date. This Resolution shall take effect immediately upon adoption.

The motion to adopt the foregoing Resolution was offered by _____, seconded by _____.

FINAL VOTE AT ADOPTION:

Mayor Connie Leon-Kreps	_____
Vice Mayor Jorge Gonzalez	_____
Commissioner Richard Chervony	_____
Commissioner Andreana Jackson	_____
Commissioner Eddie Lim	_____

PASSED AND ADOPTED this 25th day of October 2016.

Connie Leon-Kreps, Mayor

ATTEST:

Yvonne P. Hamilton, CMC
Village Clerk

**APPROVED AS TO FORM FOR THE USE OF
NORTH BAY VILLAGE:**

Robert L. Switkes & Associates, P.A.
Village Attorney

North Bay Village Resolution: Award of RFP No. 2016-003-Fence Master's Inc., Public Works Yard Fencing.

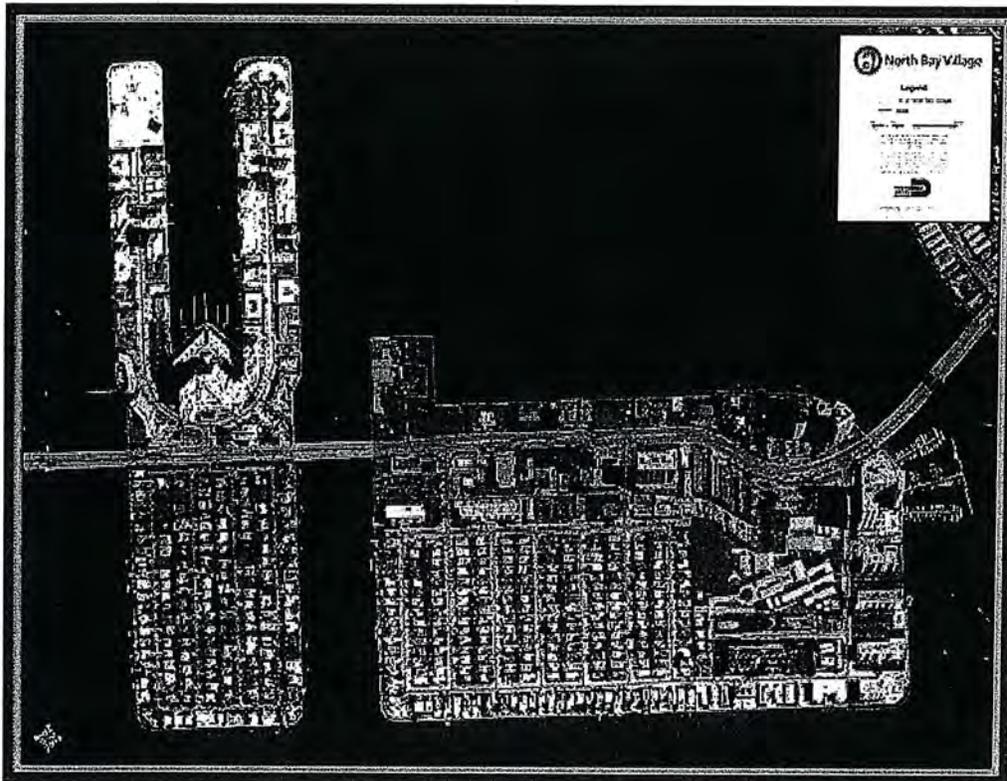
Original

North Bay Village, Florida



REQUEST FOR PROPOSALS
FOR
PUBLIC WORKS YARD FENCE

RFP NO. NBV RFP- 2016-003



SEALED PROPOSALS WILL BE RECEIVED BY THE VILLAGE CLERK,
1666 KENNEDY CAUSEWAY, SUITE 300, NORTH BAY VILLAGE, FL 33141
ON OR BEFORE SEPTEMBER 9, 2016, 3:00 P.M.
North Bay Village, Florida

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SECTION 1 – REQUEST FOR PROPOSALS NOTICE

NORTH BAY VILLAGE REQUEST FOR PROPOSALS PUBLIC WORKS YARD FENCE

RFP NO. NBV 2016-003

Public Notice is hereby given that North Bay Village, Florida is requesting proposals from experienced and qualified vendors to furnish and install several fences at the Public Works Yard located at 1841 Galleon Street, North Bay Village, FL 33141. Specifically, the fence will be installed at east side of the existing building, the front and the east property lines of the facility.

Sealed Responses clearly labeled with the RFP title and number must be received by mail or hand delivered on or before September 9, 2016, no later than 3:00 p.m. local time, at which time they will be publicly opened. Late submittals and facsimile submissions will not be considered. The respondent shall bear all costs associated with the preparation and submission of the submittal documents.

Respondents must submit an original unbound package, six (6) additional bound copies, and one (1) CD ROM to the Office of the Village Clerk, North Bay Village, 1666 Kennedy Causeway, Suite 300, North Bay Village, Florida 33141.

Copies of this Proposal Document may be obtained at DemandStar by Onvia at www.demandstar.com, at the Village Administrative Offices, 1666 Kennedy Causeway, Suite 300, North Bay Village, Florida 33141 from 9:00 a.m. to 4:00 p.m., Monday through Friday, or by emailing yvonne.hamilton@nbvillage.com.

The Village reserves the right at any time to modify, waive or otherwise vary the terms and conditions of the bid including but not limited to deadlines for submission, submission requirements, informalities or irregularities in any submittal, and the Scope of Work. The Village further reserves the right to reject any or all submittals, to cancel or withdraw this RFP at any time or take any other such actions that may be deemed in the best interest of the Village, to award in whole or in part to one or more respondents, or take any other such actions that may be deemed in the best interest of the Village.

Pursuant to Section 38.18 of the Village Code, "Ethics Ordinance", a Cone of Silence is hereby imposed whereby any communications between any potential bidder, service provider, lobbyist or consultant and the Village's staff and elected officials pertaining to this RFP are prohibited.

Yvonne P. Hamilton, CMC, Village Clerk

BID/PROPOSAL SIGNATURE PAGE

How to submit Proposal:

It will be the sole responsibility of the Proposer to ensure that the Proposals reach North Bay Village, Village Hall, 1666 Kennedy Causeway, Suite 300, North Bay Village, Florida, 33141, prior to the RFP opening date and time listed. Proposals submitted by email or facsimile will NOT be accepted.

The proposal package must contain a Bid Bond in the amount of 5% of the total amount bid for the 5. If alternates are offered the 5% Bid Bond shall be on the highest total bid amount. The security will be in the form of cash, cashier's check, or bid bond made payable to North Bay Village and will be required to be submitted with the Proposal package in a separate marked envelope. All Bid Bonds will be returned after the contract with the successful proposer has been executed.

The Village will require, as a condition of award the successful proposer to provide a Payment /Performance Bond in the amount of the contract for the entire project. This Bond will be in effect until after the Village has accepted the completed project and made the final payment.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract, if approved by the Village and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

Submitted by:  9-9-16
(Signature) (Date)
Name (printed) S.W. Ernst
Title: Pres.
Company: (Legal Registration) Fence Masters, Inc.

VENDOR, IF FOREIGN CORPORATION, SHALL BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit <http://www.dos.state.fl.us/doc/>).

Address: 3550 NW 54 ST
City: Miami State: FL Zip Code: 33142
Telephone No. 305-635-7777 FAX No. 305-635-7897
E-MAIL: fence@fencemastersinc.net

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation.

SECTION 2 - INTRODUCTION/INFORMATION

2.1. Purpose

North Bay Village is requesting proposals from qualified vendors / contractors to furnish and install at the Public Works Yard – 1841 Galleon Street, North Bay Village Florida, 33141, a 4 ft. high aluminum industrial fence with manually operated gates for two driveway entrances at the front property line, a 10 ft. high galvanized screened chain link fence at the east property line and a 10 ft. high galvanized screened chain link manually operated double gate fence with rollers at the east side of the building up to the east side property line. The goal of this project is to provide privacy, security and to add to the aesthetic appeal of our Village facility property (see Attachment A – map of property perimeter highlighting the area where the fence and gates would be installed).

2.2. Information or Clarification

Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the proposer has familiarized himself with the nature and extent of the work, and the equipment, materials, and labor required.

2.3. Eligibility:

To be eligible to respond to this RFP, the proposing firm must demonstrate that they, or the principals assigned to the project, have successfully completed services, similar to those specified in the Technical Specifications/Scope of Services section of this RFP, to at least one agency similar in size and complexity of North Bay Village. The services need to be completed within the last five (5) years.



SECTION 3 – GENERAL CONDITIONS

3.1. RFP Documents

These RFP documents constitute the complete set of Proposal specifications and forms. All forms and documents must be executed, sealed and submitted as provided in this RFP. Proposals not submitted on the prescribed Proposal forms may be rejected. By submitting a Proposal, the Proposer agrees to be subjected to all terms and conditions specified herein. Submittal of a response to this RFP constitutes a binding offer by the Proposer.

3.2. Taxes

The Proposer shall not be entitled to the Village's tax exempt benefits.

3.3. Interpretations and Inquiries

All Proposers shall carefully examine the RFP documents. Any ambiguities or inconsistencies shall be brought to the attention of the Village or its agent in writing prior to the Proposal deadline.

Any questions concerning the intent, meaning and interpretation of the RFP documents shall be requested in writing, via email or fax, and received by the Village no later than 3:00 PM, local time, on Tuesday, August 23, 2016. Responses will be provided by Thursday September 1, 2016 by 5:00 p.m. Written inquiries shall be sent with the subject line "**Public Works Yard Fence, RFP No. NBV 2016-003**" to:

Yvonne P. Hamilton, CMC, Village Clerk
North Bay Village
1666 Kennedy Causeway, Suite 300
North Bay Village, Florida 33141
Fax: (305) 756-7722
Email: yvonne.hamilton@nbvillage.com

The Village will not respond to oral inquiries.

Submission of a Proposal shall serve as prima facie evidence that the Proposer has examined the Contract and is fully aware of all conditions affecting the provision of Services

No person is authorized to give oral interpretations of, or make oral changes to, the RFP documents. Therefore, oral statements shall not be binding and should not be relied upon. Any interpretation of, or changes to, the RFP documents shall be made in the form of a written addendum to the RFP document and shall be furnished by the Village to all Proposers. Only those interpretations of, or changes to, the RFP document that are made in writing and furnished to the Proposers by the Village may be relied upon.

3.4. Verbal Agreements

No verbal agreement or conversation with any officer, agent, or employee of the Village, either before or after submittal of the Proposal, shall affect or modify any of the terms or obligations contained in the RFP. Any such verbal agreement or conversation shall be considered as unofficial information and in no way binding upon the Village or the Proposer.

3.5. No Contingent Fees

Proposer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Proposer, to solicit or secure this Contract, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Proposer, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Contract.

3.6. Independence

On the form provided in Section 10 of this RFP, the Proposer shall list, and describe any relationships – professional, financial or otherwise – that it may have with the Village, its elected or appointed officials, its employees or agents or any of its agencies or component units for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the Services sought in this RFP. Additionally, the Proposer shall give the Village written notice of any other relationships – professional, financial or otherwise – that it enters into with the Village, its elected or appointed officials, its employees or agents or any of its agencies or component units during the period of the Contract.

3.7. No Collusion

More than one Proposal from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that a Proposer is involved in more than one Proposal for the same work will be cause for rejection of all Proposals in which such Proposers are believed to be involved.

3.8. Assignment; Non-transferability of Proposal

Proposals shall not be assigned or transferred. A Proposer who is, or may be, purchased by or merged with any other corporate entity during any stage of the Proposal process, through to and including awarding of and execution of a Contract, is subject to having its Proposal disqualified as a result of such transaction. The Village Manager shall determine whether a Proposal is to be disqualified in such instances.

If, at any time during the Proposal process, filings, notices or like documents are submitted to any regulatory agency concerning the potential acquisition of Proposer, or the sale of a controlling interest in the Proposer, or any similar transaction, Proposer shall immediately disclose such information to the Village. Failure to do so may result in the Proposal being disqualified, at the Village Manager's sole discretion.

3.9. Legal Requirements

Proposers are required to comply with all provisions of federal, state, county and local laws, ordinances, rules and regulations that are applicable to the Services being offered in this RFP. Lack of knowledge of the Proposer shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effects thereof.

3.10. Familiarity with Laws and Ordinances

The submission of a Proposal on the Services requested herein shall be considered as a representation that the Proposer is familiar with all federal, state and local laws, ordinances, rules and regulations which affect those engaged or employed in the provision of such Services, or equipment used in the provision of such Services, or which in any way affects the conduct of the provision of such Services; and no plea of misunderstanding will be considered on account of ignorance thereof. If the Proposer discovers any provisions in the RFP documents that are contrary to or inconsistent with any law, ordinance, or regulation, he or she shall report it to the Village Clerk in writing.

3.11. Advertising

In submitting a Proposal, Proposer agrees not to use the results therefrom as a part of any Advertising or Proposer sponsored publicity without the express written approval of the Village Manager or designee.

3.12. Award of Contract

Award shall be made to the responsible Proposer whose proposal is determined in writing to be the most advantageous to the Village, taking into consideration price and the evaluation factors set forth in the request for proposals. No other factors or criteria shall be used in the evaluation.

3.13. Execute Contract

The terms, conditions and provisions in this RFP shall be included and incorporated in the final Contract between the Village and the successful Proposer(s). Following ranking of the most qualified Proposers and selection by the Village Commission, the successful Proposer(s) shall, within ten (10) days of receipt of a written notice of the Award of the Contract, deliver to the Village a fully executed Contract, The required payment/Performance Bond and all requested certificates of insurance.

The final Contract shall be subject to the approval of the Village Manager in his or her sole discretion, and approved as to form and legality by the Village Attorney. The order of precedence will be the Contract, the RFP Documents, the Proposer's response and general law. Any and all legal action necessary to interpret or enforce the Contract will be governed by the laws of Florida. Venue shall be proper exclusively in Miami-Dade County, Florida.

3.14. Facilities

The Village Manager or designee reserves the right to inspect each Proposer's facilities at any reasonable time, during normal working hours, without prior notice to determine that the Proposer has a bona fide place of business, and is a responsible Proposer.

3.15. Withdrawal or Revision of Proposal Prior to and After Opening

A Proposer may withdraw its Proposal at any time before the proposals are opened. No Proposer may withdraw its Proposal within one hundred twenty (120) calendar days after the Proposal opening date.

3.16. Village's Exclusive Rights

The Village Manager reserves the exclusive rights to:

1. Waive any deficiency or irregularity in the selection process;
2. Accept or reject any or all Proposals in part or in whole;
3. Request additional information as appropriate; or
4. Reject any or all submittals if found to be in the best interest of the Village.

By submitting a Proposal for the Services, all Proposers acknowledge and agree that no enforceable Contract arises until the Village Commission approves a Contract with the selected Proposer.

3.17. Addenda

The Village reserves the right to issue addenda. Each Proposer shall acknowledge receipt of such addenda on the form provided herein. In the event any Proposer fails to acknowledge receipt of such addenda, his/her Proposal shall nevertheless be construed as though the addenda had been received and acknowledged, and the submission of his/her Proposal shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her. It is the responsibility of each prospective Proposer to verify that he/she has received all addenda issued before depositing the Proposal with the Village.

3.18. Review of the RFP Documents

By the submission of a Proposal to perform the Services, the Proposer certifies that a careful review of the RFP documents has taken place and that the Proposer is fully informed and understands the requirements of the RFP documents and the quality and quantity of service to be performed.

3.19. Adjustment/Changes/Deviations

No adjustments, changes or deviations to the RFP will be accepted unless the conditions or specifications of the RFP expressly so provide.

3.20. Public Records

Upon award recommendation or thirty (30) days after Proposal opening, whichever is earlier, any material submitted in response to this RFP will become a “public record” and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Record Law). Proposers must claim the applicable exemptions to disclosure provided by law in their response to the RFP by identifying materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary and legal. The Village reserves the right to make all final determination(s) of the applicability of the Florida Public Records Law.

3.21. Subcontracting

No subcontracting shall be permitted, except with the prior approval of the Village Manager, which shall be at his or her sole and absolute discretion. A list of all such subcontractors shall be included in the Proposal. If additional subcontractors are to be used during the term of the Contract, other than those submitted in the Proposal, a list of such subcontractors shall be provided to the Village Manager, subject to his or her approval.

3.22. Public Entities Crime

A person or affiliate as defined in Section 287.133, Florida Statutes, who or which has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime, may not submit a Proposal on an Contract to provide any goods or services to the Village and may not transact business with the Village in an amount set forth in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

By submitting a response to this RFP, Proposer certifies that it is qualified under Section 287.133, Florida Statutes, to provide the Services set forth in this RFP.

3.23. Non-Collusion Affidavit

The Proposer shall include the Non-Collusion Affidavit as set forth in the form provided in this RFP and as described in this RFP. Proposer’s failure to include the affidavit may result in disqualification.

SECTION 4 - SPECIAL CONDITIONS

4.1. General Conditions

RFP General Conditions are included and made a part of this RFP.

4.2. Variances

While the Village allows Contractors to take variances to the RFP terms, conditions, and specifications, the number and extent of variances taken will be considered in determining proposal responsiveness and in allocating proposal evaluation points.

4.3. RFP Documents

The Contractor shall examine this RFP carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligations under the Contract.

4.4. Proposers' Costs

The Village shall not be liable for any costs incurred by proposers in responding to this RFP.

4.5. Proposal Security

The proposal package must contain a Bid Bond in the amount of 5% of the total amount bid for the fence. If alternates are offered, the 5% Bid Bond shall be on the highest total bid amount. The security will be in the form of cash, cashier's check, or bid bond made payable to North Bay Village and will be required to be submitted with the Proposal package in a separate marked envelope. All Bid Bonds will be returned after the contract with the successful proposer has executed a contract for the work.

The Village will require, as a condition of award the successful proposer to provide a Payment /Performance Bond in the amount of the contract for the entire project. This Bond will be in effect until after the Village has accepted the completed project and made the final payment.

Should the Proposer refuse to continue with the development of its Proposal, refuse to enter into the Contract contained in this RFP, or fail to furnish such bond or check, the amount of the Proposal security shall be forfeited to the Village as liquidated damages, not as a penalty. Proposals not accompanied by the proper Proposal security shall be deemed non-responsive and will not be considered.

Default of Proposer shall occur upon the failure of the Proposer to deliver within the time required by the RFP, including the executed Agreement, and any performance and payment bonds required by the RFP and the Agreement. Bid Bond for the awarded Proposer will be returned following the execution of the Contract.

4.6. Approved Equal Or Alternate Product Proposals

The Technical Specifications contained in this RFP are to be used as a reference only and are not to be considered of a proprietary nature. These specifications represent a level of quality and features which are desired by North Bay Village.

The proposer must state clearly in his proposal pages any variance to the specifications. If proposing an approved equal or alternate product, it will be the proposer's responsibility to provide adequate information in his proposal to enable the Village to ensure that the proposal meets the required criteria. If adequate information is not submitted with the proposal, it may be rejected.

The Village will be the sole judge in determining if the product proposed qualifies as approved equal. The Village reserves the right to award to that proposal which will best serve the interest of the Village as determined by the Village. The Village further reserves the right to waive minor variations to specifications and in the bidding process.

4.7. Contract Period & Warranty

The resulting contract will be effective upon execution. The contract for purchases and services should include initial warranty of all provided services and products and a minimum of a five (5) year warranty of the fence structure.

4.8. Invoices/Payment

Payments will be made based upon work completed. Payment shall be made by the 15th of the month following receipt of the Contractor's invoice for the services.

4.9. Deletion Or Modification Of Services

The Village reserves the right to delete any portion of this Contract at any time without cause, and if such right is exercised by the Village, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

If the Contractor and the Village agree on modifications or revisions to the task elements, after the Village has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Contractor will submit a revised budget to the Village for approval prior to proceeding with the work.

4.10. Additional Items

The Village may require additional items of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items, and shall provide the Village prices on such additional items based upon a formula or method which is the same or similar to that used in establishing the prices in his proposal. If the price(s) offered are not acceptable to the Village, and the situation cannot be resolved to the satisfaction of the Village, the Village reserves the right to procure those items from other vendors or to cancel the contract upon giving the Contractor thirty (30) days written notice.

4.11. Independent Contractor

The Contractor is an independent contractor under this Contract. Personal services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the Village. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Contract shall be those of the Contractor.

4.12. Uncontrollable Circumstances ("Force Majeure")

The Village and Contractor will be excused from the performance of their respective obligations under this contract when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

- a. the non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
- b. the excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
- c. no obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
- d. the non performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the Village may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the contract shall be extended by a period equal to that during which either party's performance is suspended under this Section.

4.13. Insurance

The contractor shall furnish proof of Worker's Compensation Insurance, General Liability Insurance and Comprehensive Automobile Liability Insurance. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 for each accident. The Village is to be added as an "additional insured" with relation to General Liability and Automobile Insurance. Any costs for adding the Village as "additional insured" will be at the contractor's expense.

- a. Workers Compensation: Notwithstanding FS 440.055, any firm performing work on behalf of North Bay Village must provide Workers' Compensation Insurance for the benefit of its employees.

Exceptions and exemptions can only be made if they are in accordance with Florida Statute.

- b. Comprehensive General Liability with minimum limits of one million dollars (\$1,000,000.00) each occurrence; two million dollars (\$2,000,000.00) general aggregate limit. Such certificate shall list the Village as an additional insured.

NOTE: If Comprehensive General Liability limits are less than one million dollars (\$1,000,000.00), the sum of Comprehensive General Liability limits and Excess Liability limits must equal no less than one million dollars (\$1,000,000.00).

- c. Automobile Liability must equal no less than one million dollars (\$1,000,000.00) for each occurrence. The Contractor shall provide to the Village original certificates of such coverage prior to engaging in any activities under this contract. Certificates shall have no less than thirty (30) days' notice of cancellation. No work can be started until the certificate is submitted and approved by the Village Manager.

In the event that you are the successful proposer, you will be required to provide a certificate naming the Village as an "additional insured" for both General Liability and Automobile coverages.

Certificate holder should be stated as follows:

North Bay Village
1666 Kennedy Causeway, Suite 300
North Bay Village Florida 33141

4.15. Bonds

The successful bidder shall provide with the executed contract or within five (5) days of the Effective Date of Contract, a cash bond, letter of credit or Payment/Performance bond in an amount equal to the total of the contract amount in a form satisfactory to the Village Attorney.

The surety providing such Bonds must be licensed authorized and admitted to do business in the State of Florida and must be listed in the Federal Register (Dept. of Treasury, Circular 570).

The cost of the premiums for such Bonds shall be at no cost to the VILLAGE. If notice of any change affecting the work under the Contract, the Contract Prices or Term or any of the provisions of the RFP Documents is required by the provisions of any Bond to be given to a surety, the giving of any such notice shall be CONTRACTOR'S sole responsibility.

4.16. Lobbying Activities

ALL BIDDERS/PROPOSERS PLEASE NOTE: Any bidder or proposer submitting a response to this solicitation must comply, if applicable, with North Bay Village Ordinances, Lobbying Activities. Copies of Ordinances may be obtained from the Village Clerk's Office. The ordinance may also be viewed on the Village's website or at www.municode.com.

4.17. Contract Administrator

The Village may designate a Contract Administrator whose principal duties shall be Liaison with Contractor to coordinate and approve all work under the contract.

Resolve any disputes. Assure consistency and quality of Contractor's performance.

Schedule and conduct Contractor performance evaluations and document findings.

Review and approve for payment all invoices for work performed or items delivered.

4.18. Contractor Performance Reviews And Ratings

The Village Contract Administrator may develop a Contractor performance evaluation report at the discretion of the Village Manager. This report shall be used to periodically review and rate the Contractor's performance under the contract with performance rating as follows:

- Excellent - far exceeds requirements.
- Good - Exceeds requirements
- Fair - Just meets requirements.
- Poor - does not meet all requirements and Contractor is subject to penalty provisions under the contact.
- Noncompliance – does not comply with requirements or continued poor performance after notice or a performance level that does not meet a significant portion of the requirements. This rating makes the Contractor subject to the default or cancellation for cause provisions of the contract.

The report shall also list all discrepancies found during the review period. The Contractor shall be provided with a copy of the report, and may respond in writing if he takes exception to the report or wishes to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of contract extension.

4.19. Bid Tabulations/Intent To Award

Notice of Intent to Award Contract/Bid, resulting from the Village's Formal solicitation process, requiring Village Commission action is available at Village Hall. Tabulations of receipt of those parties responding to a formal solicitation may be found at Village Hall or any interested party may call the Village Clerk at (305) 756-7171.

SECTION 5 – TECHNICAL SPECIFICATIONS/SCOPE OF SERVICE

5.1 Purpose

North Bay Village is requesting proposals from qualified vendors / contractors to furnish and install at the Public Works Yard – 1841 Galleon Street, North Bay Village Florida, 33141, a 4 ft. high aluminum industrial fence with manually operated gates for two driveway entrances at the front property line, a 10 ft. high galvanized screened chain link fence at the east property line and a 10 ft. high galvanized screened chain link manually operated double gate fence with rollers at the east side of the building up to the east side property line. The goal of this project is to provide privacy, security and to add to the aesthetic appeal of our Village facility property (see Attachment A – map of property perimeter highlighting the area where the fence and gates would be installed). The complete construction must be fabricated and installed using materials that will withstand the environment and elements in North Bay Village taking into account our proximity to the ocean and the effects of the salt air. Furthermore, the design needs to adhere to North Bay Village local building and Public Works standards; in addition to applicable Florida State and Miami-Dade County standards.

North Bay Village is a Village Manager/Commission form of government. It serves an area of approximately 1.5 square miles with a population of approximately 7,500. North Bay Village is a three-island community (interconnected by Kennedy Causeway) in Biscayne Bay and situated in northeast Miami Dade County, between the cities of Miami and Miami Beach. The Village's fiscal year begins October 1 and ends September 30th. North Bay Village provides the following services to its residents:

- Law Enforcement including Dispatch Services
- Construction and maintenance of streets, sidewalks, storm drainage, and public parks
- Village planning, zoning, subdivision and building code regulation and enforcement
- Contracted Post Office facilities
- Tot Lot Playground
- Community Park
- Water, Sewer Storm Water, and Sanitation service
- Transportation

5.2 Scope of Services

ALL DIMENSIONS ARE APPROXIMATE AND MUST BE VERIFIED IN THE FIELD PRIOR TO SUBMITTING BID.

- A. Demolish existing fence, foundations, gates and remove all structures that are visible and clear out any trees or roots that would interfere with the installation of the new fence.
- B. 347 ft. overall of 4 ft. High three (3) rail industrial aluminum fence to match (including match in color) the existing fence already installed along the front property line of Schonberger Park (see Attachment A for location of new fence / gates needed).
- C. 2 ½" square posts set, at a maximum, every 10 ft. in concrete footings in accordance to Miami Dade County and North Bay Village Standards.
- D. 1- 5 ft. 5" man gate; 1- 4 ft. man gate; 1 – 20 ft. cantilever gate; 2 – 23 ft. cantilever gate. All these gates to be manually operated.
- E. At east property line install 110 ft. of 10 ft. high galvanized screened chain link fence. The fence should include the following: all posts and rails to be schedule 40 pipe, 2 ½" OD line posts set 10 ft. on center, 1 5/8" top rail with bottom tension wire, 3". Terminal posts with bracing, 110 ft. of 8 ft. high 100% opaque wind screen green in color and attached to fence with breakaway ties and centered on the fence.
- F. A 10 ft. high galvanized screened chain link manually operated double gate fence with rollers at the east side of the pump building up to the east side property line. 8 ft. high 100% opaque wind screen green in color and attached to each gate with breakaway ties and centered on the gates. Gate dimension to be verified in the field.
- G. Design and materials to be used will be submitted to the Village for approval prior to manufacturing and installation.

SECTION 6- EVALUATION PROCEDURES

6.1 Selection Committee

Proposals submitted will be evaluated by a Selection Committee.

The following criteria will be used to evaluate proposal responses and to make a recommendation to the Village Commission.

1. Mandatory elements

- a) The vendor / contractor is independent and licensed to practice in the State of Florida.
- b) The vendor / contractor has no conflict of interest with regard to any other work performed by the vendor / contractor for North Bay Village.
- d) The vendor / contractor has a record of quality work.
- e) The vendor / contractor adheres to the instructions in this RFP for preparation and submission of the proposal.

2. Pre-Requisite Qualifications

Proposers submitting a Proposal in response to this RFP must, at a minimum, meet the following Pre-Requisite Qualifications. All requested documentation and/or information must be provided in the Proposal to confirm that the Firm has satisfied all of the Pre-Requisite Qualifications. **Vendor / Contractors that do not meet the following qualifications shall be deemed non-responsive.**

Vendor / contractor shall be in good standing with all regulatory departments of the State of Florida.

Vendor / contractor shall have at least one operating office located within Florida

3. Evaluation Criteria:

- a) Expertise and Experience (Maximum Points - 30)
(i.e. the firm's past experience and performance on similar projects of comparable size and complexity.)
- b) Design, materials, warranty (Maximum Points - 40)
(does the design take into account our weather needs, are parts easily replaceable if broken, projected life span of fence structure as a whole)
- c) Responses of references (Maximum Points - 10)
- c) Cost (Maximum Points – 20)

Evaluation of proposals will be conducted by an evaluation committee of qualified Village Staff, or other persons selected by the Village Manager. It may be a two-step process. In step one the committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The committee will score and rank all responsive proposals and determine a number one proposer. In the event the committee cannot identify a number one proposer they may give further consideration to all responsive proposals received. Proposers may be required to provide an oral presentation by appearing before the Evaluation Committee or by conference telephone call for clarification purposes only, with the finalists and re-score and re-rank the finalists proposals. Information and references submitted will be considered in the award. The committee will then make a recommendation to the Village Manager for final recommendation to the Village Commission for award.

The Village may require additional information and Proposers agree to furnish such information.

The Village reserves the right to award the contract to that Proposer who will best serve the interest of the Village. The Village reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals. The Village also reserves the right to waive minor irregularities or variations to the specifications and in the bidding process.

SECTION 7 - REQUIREMENTS OF THE PROPOSAL

All proposals must be submitted as specified on the proposal pages which follow. Any attachments must be clearly identified. To be considered, the proposal must respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If publications are supplied by a proposer to respond to a requirement, the response should include reference to the document number and page number. This will provide a quick reference for the evaluators. Proposals not providing this reference will be considered to have no reference material included in the additional documents.

Proposals must be submitted in a sealed package with the RFP number, due and open dates, and RFP title (NBV RFP 2016-003) clearly marked on the outside. If more than one package is submitted, they should be marked 1 of 2, etc.

Proposals will be received by mail or hand-delivered to the Village Clerk's Office, 1666 Kennedy Causeway, Suite 300, North Bay Village, FL, 33141 on or prior to September 9, 2016 no later than 3:00 pm. The proposal shall be signed by a representative who is authorized to contractually bind the Contractor.

PROPOSERS MUST SUBMIT AN IDENTIFIED UNBOUND ORIGINAL DOCUMENT PLUS SIX (6) BOUND COPIES AND ONE (1) CD ROM OF THE PROPOSAL PAGES INCLUDING ANY ATTACHMENTS.THE ABOVE REQUIREMENT TOTALS EIGHT (8) COPIES OF YOUR PROPOSAL.

SECTION 8 – TECHNICAL PROPOSAL

The following issues should be fully responded to in your proposal in concise narrative form. Each issue should be referenced and be presented in the following order:

Tab 1: Proposal Signature Page

Tab 2: Ability to Meet the Project Schedule

Include a proposed schedule that shows how the Contractor would provide services within the time frame required.

Tab 3: State number of years' experience the proposer has had in providing similar services. If services provided differs from the one presented in your proposal, please delineate such differences. If your company has not provided similar services in the past, explain fully why you consider your company qualified to perform this service for North Bay Village.

Tab 4: Proposer to provide a minimum of three (3) references for which similar services have been used in this area. If additional space is required, include as an appendix to RFP 2016-003 response. If additional references are provided, please attach this information as an appendix to your RFP response.

Description of services rendered:

During the month(s)/year(s):

Name of Governmental Agency (Village or county):

Principal Contact Person:

Telephone Number:

Fax Number:

Email Address:

If you have ever failed to complete work awarded to you, explain where and why.

Tab 5: List any North Bay Village or other governmental agency with which the proposer has had contracts or agreements during the past three (3) years.

Tab 6: Provide a summary of any litigation filed against Proposer, principals, or individuals employed by the Proposal in the past three (3) years which is related to the services the Proposer provides in the regular course of business. The summary shall state the nature of the litigation, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved.

Tab 7: Proposer please quote your company's rates for providing additional services

Tab 8: Attach copies of all Insurance Certificates for our review.

Tab 9: Any additional information. The proposer understands that the information contained in these Proposal Pages is to be relied upon by the Village in awarding the proposed Contract, and such information is warranted by the proposer to be true. The proposer agrees to furnish such additional information, prior to acceptance of any proposal, relating to the qualifications of the proposer, as may be required by the Village.

COMPLETE AND RETURN THE REQUIRED NUMBER OF PROPOSAL PAGES AND ATTACHMENTS.

SECTION 9 – CONE OF SILENCE

9.1 Cone of Silence

You are hereby advised that this Request for Proposal No. NBV RFP 2016-003 is subject to the “Cone of Silence” in accordance with Section 38.18 of the North Bay Village Code of Ordinances. A proposer who violates these provisions shall not be considered for this Request for Proposal in addition to any other applicable penalties.

§ 38.18 - Cone of Silence.

(A) Contracts for the provision of goods and services.

(1) "Cone of Silence" is hereby defined to mean a prohibition on:

a. any communication regarding a particular RFP, RFQ, or bid between a potential vendor, service provider, bidder, lobbyist, or consultant and the Village's professional staff including, but not limited to, the Village Manager and his or her staff;

b. any communication regarding a particular RFP, RFQ, or bid between the Mayor or Village Commissioners and any member of the Village's professional staff including, but not limited to, the Village Manager and his or her staff;

c. any communication regarding a particular RFP, RFQ or bid between a potential vendor, service provider, bidder, lobbyist, or consultant and any member of the selection committee therefor;

d. any communication regarding a particular RFP, RFQ or bid between the Mayor, Village Commissioners and any member of the selection committee;

e. any communication regarding a particular RFP, RFQ or bid between a potential vendor, service provider, bidder, lobbyist, or consultant and the Mayor or Village Commissioners; and

f. any communication regarding a particular RFP, RFQ or bid between any member of the Village's professional staff and any member of the selection committee.

The Village Manager and the Chairperson of the selection committee may communicate about a particular selection committee recommendation, but only after the committee has submitted an award recommendation to the Village Manager and provided that should any change occur in the committee recommendation, the content of the communication and of the corresponding change shall be described in writing and filed by the Village Manager with the Village Clerk and be included in any recommendation memorandum submitted by the Village Manager to the Village Commission.

Notwithstanding the foregoing, the Cone of Silence shall not apply to:

a. communications with the Village Attorney and his or her staff;

b. duly noticed site visits to determine the competency of bidders regarding a particular bid during the time period between the opening of bids and the time the Village Manager makes his or her written recommendation;

c. any emergency procurement of goods or services;

d. communication regarding a particular RFP, RFQ or bid between any person and the contracting officer responsible for administering the procurement process for the RFP, RFQ or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document.

(2) Procedure.

a. A Cone of Silence shall be imposed upon each RFP, RFQ and bid after the advertisement of the RFP, RFQ or bid. At the time of imposition of the Cone of Silence, the Village Manager or his or her designee shall provide for public notice of the Cone of Silence. The Village Manager shall issue a written notice to the affected departments, file a copy of the notice with the Village Clerk, with a copy to the Mayor and each Village Commissioner, and shall include in any public solicitation for goods and services a statement disclosing the requirements of this ordinance. Notwithstanding any other provision of this section, the imposition of a Cone of Silence on a particular RFP, RFQ or bid shall not preclude staff from obtaining industry comment or performing market research, provided all communications related thereto between a potential vendor, service provider, bidder, lobbyist, or consultant and any member of the Village's professional staff including, but not limited to, the Village Manager and his or her staff, are in writing or are made at a duly noticed public meeting.

b. The Cone of Silence shall terminate at the time the Village Manager makes his or her written recommendation to the Village Commission; provided, however, that if the Village Commission refers the Village Manager's recommendation back to the Village Manager or staff for further review, the Cone of Silence shall be re-imposed until the time as the Village Manager makes a subsequent written recommendation.

(3) Exceptions. The provisions of this ordinance shall not apply to oral communications at pre-bid conferences, oral presentations before selection committees, contract negotiations during any duly noticed public meeting, public presentations made to the Village Commission during any duly noticed public meeting or communications in writing at any time with any Village employee, official or member of the Village Commission unless specifically prohibited by the applicable RFP, RFQ or bid documents.

The bidder or proposer shall file a copy of any written communication with the Village Clerk. The Village Clerk shall make copies available to any person upon request.

(B) Penalties. In addition to the penalties provided in this chapter and Miami-Dade

County Code Section 2-11.1 (s) and (v), violation of this section by a particular bidder or proposer shall render any RFP award, RFQ award or bid award to the bidder or proposer voidable. Any person who violates a provision of this ordinance shall be prohibited from serving on a Village competitive selection committee. In addition to any other penalty provided by law, violation of any provision of this ordinance by a Village employee shall subject the employee to disciplinary action up to and including dismissal. Additionally, any person who has personal knowledge of a violation of this ordinance shall report the violation to the State Attorney and, or, may file a complaint with the Ethics Commission.

FENCE MASTERS

Incorporated

3550 N.W. 54 STREET • MIAMI, FL 33142-3250
DADE: (305) 635-7777 • BROWARD: (954) 463-3172
FAX: (305) 635-7887

Resume of Key Personnel

Stephen W. Ernst – President and Stockholder
53 years experience

Steve has been continuously involved in fence and guardrail construction since 1971, in all phases of construction and corporate management. He currently manages estimating, purchasing, and sales. Steve holds a Bachelor's degree in accounting.

John D. Varnell – Vice President of Operations
27 years experience

Prior to joining the Company in July 1986, as assistant superintendent, John was self-employed as a residential subcontractor and prior to that as a warehouse inventory material handling supervisor. He was promoted to Superintendent in 1988. John holds a Bachelor's degree in business administration, and is experienced in all phases of fence and guardrail construction. He presently supervises all construction operations.

**FORM 3
PERSONNEL**

The Village requires that the proposer include the resumes of the principle of the company and any manager or superintendent that will be providing services under the specification of NBV RFP 2016-003. Resumes should be provided in the following format, however, additional information may be provided at the option of the Proposer.

see attached

- A. Name & Title
- B. Years of Experience with this company:
With Other Similar companies:
- C. Education:

Degree(s)

Year/Specialization
- D. Professional References: (List a minimum of 3)
- E. Other Relevant Experience and Qualifications
- F. Attach applicable licenses for each individual performing services pursuant to this Contract.

**FORM 4
REFERENCES**

The Proposer shall provide a minimum of three (3) references of public and or private agencies presently being served by the Proposer with similar services to those being proposed in this Proposal.

1. Name of Agency: Miami Memorial Plant
Address: 5301 W. Flagler St
Miami, FL 33134
Phone Number: (305) 446-7625
Principal Contact Person(s): Robert Antea

Year Contract Initiated: 2016
2. Name of Agency: James A Cummings
Address: One East Broward Blvd Suite 1300
Ft Lauderdale, FL 33301
Phone Number: (954) 733-4211
Principal Contact Person(s): Robert Dowd

Year Contract Initiated: 2016
3. Name of Agency: Proccacci Dev
Address: 95 S. Federal Hwy
Boca Raton, FL, 33342
Phone Number: (954) 603-9753
Principal Contact Person(s): Reese McAuley

Year Contract Initiated: 2016

FORM 5
DRUG-FREE WORKPLACE

The undersigned vendor / contractor (company) in accordance with Chapter 287.087, Florida Statutes, hereby certifies that Feuce Masters, Inc. does:
(Name of Company)

1. Publish a statement notifying employees that the unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are under consideration a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the contractual services that are under consideration, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

FORM 6

ACKNOWLEDGMENT OF ADDENDA

The Proposer hereby acknowledges the receipt of the following addenda issued by the Village and incorporated into and made part of this RFP. In the event the Proposer fails to include any such addenda in the table below, submission of this form shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her.

ADDENDUM NUMBER	DATE RECEIVED	PRINT NAME	TITLE	SIGNATURE (BLUE INK ONLY)

No Addendums Issued.

**FORM 7
INDEPENDENCE AFFIDAVIT**

The undersigned individual, being duly sworn, deposes and says that:

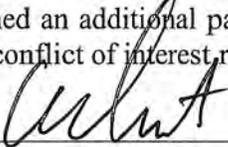
1. He/She is President of Fence Masters, Inc., the Proposer that has submitted the attached Proposal;

2. (a) Below is a list and description of any relationships, professional, financial or otherwise that Proposer may have with the Village, its elected or appointed officials, its employees or agents or any of its agencies or component units for the past five (5) years.
(b) Additionally, the Proposer agrees and understands that Proposer shall give the Village written notice of any other relationships professional, financial or otherwise that Proposer enters into with the Village, its elected or appointed officials, its employees or agents or any of its agencies or component units during the period of the Contract.

(If paragraph 2(a) above does not apply, please indicate by stating, "not applicable" in the space below.)

NOT APPLICABLE

3. I have attached an additional page to this form explaining why such relationships do not constitute a conflict of interest relative to performing the services sought in the RFP.



Signature (Blue ink only)

S.W. Ernst

Print Name

President

Title

9-9-16

Date

[Acknowledgment on following page.]

Witness my hand and official notary seal/stamp at Miami, Florida the day and year written above

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared S.W. Ernst as President, of Fence Masters, Inc., an organization authorized to do business in the State of Florida, and acknowledged executing the foregoing Affidavit as the proper official of Fence masters, Inc. for the use and purposes mentioned in the Affidavit and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 9 day of Sept, 2016.

Natasha S Wylie
NOTARY PUBLIC

My Commission Expires:
February 10, 2017



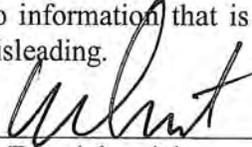
NATASHA S WYLIE
MY COMMISSION # EE 872877
EXPIRES: February 10, 2017
Bonded Thru Budget Notary Services

**FORM 8
CERTIFICATION TO ACCURACY OF PROPOSAL**

PROPOSER, by executing this Form, hereby certifies and attests that all Forms, Affidavits and documents related thereto that it has enclosed in the Proposal in support of its Proposal are true and accurate. Failure by the PROPOSER to attest to the truth and accuracy of such Forms, Affidavits and documents shall result in the Proposal being deemed non-responsive and such Proposal will not be considered.

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is President of Fence Masters Inc., the PROPOSER that has submitted the attached Proposal;
2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all Forms, Affidavits and documents submitted in support of such Proposal;
3. All Forms, Affidavits and documents submitted in support of this Proposal and included in this Proposal are true and accurate;
4. No information that should have been included in such Forms, Affidavits and documents has been omitted; and
5. No information that is included in such Forms, Affidavits or documents is false or misleading.


Signature (Blue ink only)

S. W. Ernst
Print Name

Pres.
Title

9-9-16
Date

[Acknowledgment on following page.]

Witness my hand and official notary seal/stamp at _____ the day and year written above

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared S.W. Ernst as President, of Fence Masters, Inc., an organization authorized to do business in the State of Florida, and acknowledged executing the foregoing Form as the proper official of Fence Masters, Inc. for the use and purposes mentioned in the Form and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 9 day of Sept, 2016.

Natasha S Wylie
NOTARY PUBLIC

My Commission Expires:
February 10, 2017



NATASHA S WYLIE
MY COMMISSION # EE 872877
EXPIRES: February 10, 2017
Bonded Thru Budget Notary Services

FORM 9

**SWORN STATEMENT PURSUANT TO SECTION 287.133 (3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the NORTH BAY VILLAGE by:

S.W. Ernst, Pres.
[print individual's name and title]

for Fence Masters, Inc.
[print name of entity submitting sworn statement]

whose business address is 3550 NW 54 ST
Miami 33142

and (if applicable) its Federal Employer Identification Number (FEIN) is 590696837
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____).

1. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
3. I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in any person, or a pooling of equipment or income among persons when not for fair market value under an arm's

length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

4. I understand that a "person" as defined in Paragraph 287.133 (1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent of July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [Attach a copy of the final order.]

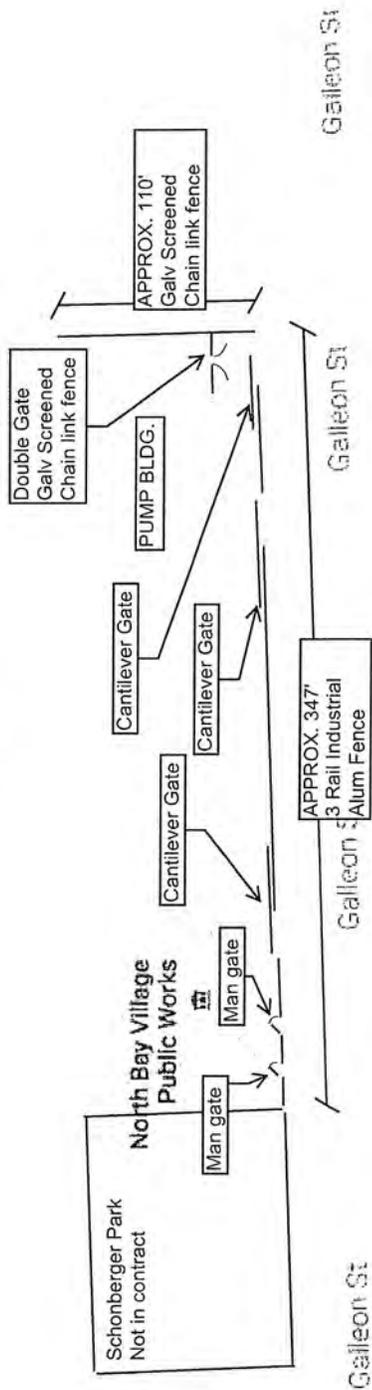
[Acknowledgment on following page.]

ATTACHMENT A - MAP OF PROPERTY PERIMETER

Request for Proposals- No. 2016-003 Public Works Fence Attachment A

reasure Dr

Treasure Dr



Google



CTQB
Construction Trades Qualifying Board
BUSINESS CERTIFICATE OF COMPETENCY

000001217

FENCE MASTERS INC

D.B.A.:

Ernst

ERNST STEPHEN W

Is certified under the provisions of Chapter 10 of Miami-Dade County

VALID FOR CONTRACTING UNTIL 09/30/2016



CTQB
Construction Trades Qualifying Board
BUSINESS CERTIFICATE OF COMPETENCY

000001217

FENCE MASTERS INC

D.B.A.:

Varnell

VARNELL JOHN

Is certified under the provisions of Chapter 10 of Miami-Dade County

VALID FOR CONTRACTING UNTIL 09/30/2016

7. Licenses:

a. County or Municipal Occupational License No.

LBT # 25336 Municipal Contractor 00001217
(Attach Copy)

b. Occupational License Classification:

Fence - Specialty Building Contractor

c. Occupational License Expiration Date:

9/30/17

d. Social Security or Federal I.D. No:

59-0696837

000070

Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY



253336

BUSINESS NAME/LOCATION

FENCE MASTERS INC
3550 NW 54 ST
MIAMI FL 33142

RECEIPT NO.

RENEWAL
253336

EXPIRES
SEPTEMBER 30, 2017

Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10

OWNER

FENCE MASTERS INC

Worker(s) 50

SEC. TYPE OF BUSINESS

196 SPECIALTY BUILDING CONTRACTOR
000001217

**PAYMENT RECEIVED
BY TAX COLLECTOR**

\$275.00 08/31/2016
CREDITCARD-16-050234

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit www.miamidade.gov/taxcollector

006013

Municipal Contractor's Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY



000001217

BUSINESS NAME/LOCATION

FENCE MASTERS INC
3550 NW 54 ST
MIAMI FL 33142

RECEIPT NO.

7471907

EXPIRES
SEPTEMBER 30, 2016

Pursuant to County Code
Sec 10-24

OWNER

FENCE MASTERS INC

Category(s) 1

SEC. TYPE OF BUSINESS

SPECIALTY BUILDING CONTRACTOR
000001217

**PAYMENT RECEIVED
BY TAX COLLECTOR**

\$175.00 09/16/2015
CREDITCARD-15-046575

For more information, visit www.miamidade.gov/taxcollector

**FORM 1
PROPOSAL PRICING SHEET**

Provide a proposal containing a total price to perform the project and services as described in this request for proposals. The total all-inclusive maximum price bid is to contain all direct and indirect costs including all out-of-pocket expenses. The selected vendor agrees not to exceed this amount.

The price below represents the full cost to North Bay Village for the furnishing and installation of the Public Works Yard Fence with manually operated gates as detailed in the NBV RFP 2016-003. Any additional price quotes shall be submitted on a separate page and marked as an alternate quote for additional services or products.

TOTAL COST	\$38,819^{xx}
-------------------	------------------------------

Taxpayer 59-6696837 **Identification** **Number:**

BIDDER: Fence Masters, Inc.
(Company Name)


(Signature of Authorized Representative)

S.W. Ernst, Pres.
(Printed Name and Title)

SECTION 10 – QUALIFICATION FORMS

The forms located in this section of the RFP shall be included in the Sealed Proposal. Forms not completed in full may result in disqualification.

(This space intentionally left blank)

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, EXPRESSING SUPPORT OF A MIAMI-DADE COUNTY INITIATIVE TO SECURE FUNDING TO ASSIST WITH THE ELIMINATION OF SEPTIC SYSTEMS; PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY MAYOR CONNIE LEON-KREPS, COMMISSIONER RICHARD CHERVONY AND COMMISSIONER ANDREANA JACKSON)

WHEREAS, on July 6, 2016, Governor Rick Scott announced that he will propose additional funding in his State Fiscal Year 2017-2018 recommended budget for a voluntary matching program to encourage residents to convert from septic tanks to sewer systems to help curb pollution that is currently entering into the Indian River Lagoon and Caloosahatchee River; and

WHEREAS, the importance of eliminating septic systems and converting to sewer system connections extends beyond the local and state level, with federal government playing an active role in water quality issues; and

WHEREAS, the Board of County Commissioners of Miami-Dade County would like to partner with municipalities within Miami-Dade County to eliminate septic systems for the betterment of the environment and water quality, and to seek funding from the State and Federal levels to assist with such endeavors.

WHEREAS, the Commission of North Bay Village, Florida feels that such a partnership is in the best interest and general welfare of the community.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. The above Recitals are true and correct and incorporated herein by this reference.

Section 2. The Commission of North Bay Village, Florida, hereby expresses support of Miami-Dade County's initiative to secure State and Federal funding to assist with the elimination of septic systems and conversion to sewer systems.

Section 3. The Village Clerk is directed to forward a copy of this Resolution to the Board of County Commissioners, the Commission/Council of each municipality in Miami-Dade County, and the Executive Director of the Miami-Dade County League of Cities.

Section 4. Effective Date. This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by _____, who moved for its adoption. This motion was seconded by _____, and upon being put to a vote, the vote was as follows:

FINAL VOTE AT ADOPTION:

Mayor Connie Leon-Kreps	_____
Vice Mayor Jorge Gonzalez	_____
Commissioner Richard Chervony	_____
Commissioner Andrea Jackson	_____
Commissioner Eddie Lim	_____

PASSED AND ADOPTED this 25th day of October 2016.

Connie Leon-Kreps, Mayor

ATTEST:

Yvonne P. Hamilton, CMC
Village Clerk

**APPROVED AS TO FORM FOR THE USE OF
NORTH BAY VILLAGE:**

Robert L. Switkes & Associates, P.A.
Village Attorney

North Bay Village Resolution-Partnering with Miami-Dade County to secure funding to eliminate septic tanks and replace with sewer systems.



North Bay Village

Administrative Offices

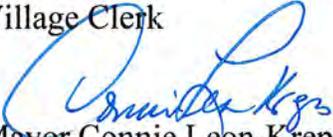
1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

MEMORANDUM North Bay Village

DATE: October 17, 2016

TO: Yvonne P. Hamilton, CMC
Village Clerk

FROM: 
Mayor Connie Leon-Kreps

SUBJECT: Introduction of Resolution

Pursuant to Section 3.08 of the Village Charter, I hereby introduce the following Resolution:

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, EXPRESSING SUPPORT OF A MIAMI-DADE COUNTY INITIATIVE TO SECURE FUNDING TO ASSIST WITH THE ELIMINATION OF SEPTIC SYSTEMS; PROVIDING FOR AN EFFECTIVE DATE.

Accordingly, please place the item on the next available agenda.

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Andreana Jackson

Commissioner
Eddie Lim



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

MEMORANDUM North Bay Village

DATE: October 18, 2016

TO: Yvonne P. Hamilton, CMC
Village Clerk

FROM: 
Dr. Richard Chervony
Commissioner

SUBJECT: Introduction of Resolution

Pursuant to Section 3.08 of the Village Charter, I hereby introduce the following Resolution:

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, EXPRESSING SUPPORT OF A MIAMI-DADE COUNTY INITIATIVE TO SECURE FUNDING TO ASSIST WITH THE ELIMINATION OF SEPTIC SYSTEMS; PROVIDING FOR AN EFFECTIVE DATE.

Accordingly, please place the item on the next available agenda.

RC/ypb

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Andreana Jackson

Commissioner
Eddie Lim



North Bay Village

Administrative Offices

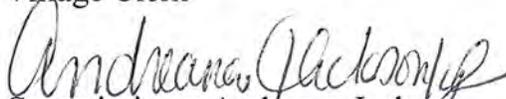
1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

MEMORANDUM North Bay Village

DATE: October 18, 2016

TO: Yvonne P. Hamilton, CMC
Village Clerk

FROM: 
Commissioner Andreana Jackson

SUBJECT: Introduction of Resolution

Pursuant to Section 3.08 of the Village Charter, I hereby introduce the following Resolution:

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, EXPRESSING SUPPORT OF A MIAMI-DADE COUNTY INITIATIVE TO SECURE FUNDING TO ASSIST WITH THE ELIMINATION OF SEPTIC SYSTEMS; PROVIDING FOR AN EFFECTIVE DATE.

Accordingly, please place the item on the next available agenda.

AJ/yph

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Andreana Jackson

Commissioner
Eddie Lim

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 11(A)(20)
9-7-16

RESOLUTION NO. R-822-16

RESOLUTION URGING MUNICIPALITIES WITHIN MIAMI-
DADE COUNTY TO PARTNER WITH THE COUNTY TO
SECURE STATE AND FEDERAL FUNDING TO ASSIST
WITH ELIMINATING SEPTIC SYSTEMS AND CONVERTING
TO SEWER SYSTEM CONNECTIONS

WHEREAS, onsite sewage treatment and disposal systems, commonly referred to as septic systems, are a type of onsite sewage facility; and

WHEREAS, a key component of a septic system is the significant treatment of wastewater in an underground drainfield; and

WHEREAS, some portions of the County, particularly rural and suburban areas, lack public sanitary sewer systems and therefore rely on septic systems to treat and dispose of wastewater from toilets, showers, sinks, and dishwashers; and

WHEREAS, within some municipalities in Miami-Dade County, residents also rely on septic systems; and

WHEREAS, wherever located, septic systems may present environmental concerns and are potentially vulnerable to the effects of sea level rise; and

WHEREAS, on July 6, 2016, Governor Rick Scott announced that he will propose additional funding in his State Fiscal Year 2017-2018 recommended budget for a voluntary matching program to encourage residents to convert from septic tanks to sewer systems to help curb pollution that is currently entering into the Indian River Lagoon and Caloosahatchee River; and

WHEREAS, Governor Rick Scott stated in a press release that “[s]eptic tank runoff is a major contributor to the pollution in these water bodies and I look forward to working with the Legislature to fund efforts to curb it”; and

WHEREAS, the Governor’s proposal would also provide financial support to local communities to help them build wastewater systems to meet the increased demand for wastewater services; and

WHEREAS, as the Governor explained, “[i]t is up to all of us – the state, Florida’s local communities and the federal government – to work together on long term solutions to improve the quality of our water,” and “[t]hat is why I am going to commit state funding and match it with local contributions so we can work together on efforts to clean up our waters”; and

WHEREAS, in a companion item, this Board is urging the Florida Legislature to provide state funding to assist local communities in eliminating septic systems and converting to sewer system connections, as proposed by the Governor; and

WHEREAS, the importance of eliminating septic systems and converting to sewer system connections extends beyond the local and state level, with the federal government playing an active role in water quality issues; and

WHEREAS, this Board would like to partner with municipalities within Miami-Dade County to eliminate septic systems for the betterment of our environment and water quality, and to seek funding from the state and federal levels to assist with such endeavors,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board:

Section 1. Urges municipalities within Miami-Dade County to partner with the County to secure state and federal funding to assist with eliminating septic systems and converting to sewer system connections.

Section 2. Directs the Clerk of the Board to transmit certified copies of this resolution to the Mayor or Manager of each municipality in Miami-Dade County, the Council or Commission of each municipality in Miami-Dade County, and the Executive Director of the Miami-Dade County League of Cities.

The Prime Sponsor of the foregoing resolution is Commissioner Rebeca Sosa. It was offered by Commissioner **Sally A. Heyman**, who moved its adoption. The motion was seconded by Commissioner **José "Pepe" Diaz** and upon being put to a vote, the vote was as follows:

	Jean Monestime, Chairman	aye	
	Esteban L. Bovo, Jr., Vice Chairman	aye	
Bruno A. Barreiro	aye	Daniella Levine Cava	aye
Jose "Pepe" Diaz	aye	Audrey M. Edmonson	aye
Sally A. Heyman	aye	Barbara J. Jordan	aye
Dennis C. Moss	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye	Xavier L. Suarez	aye
Juan C. Zapata	absent		

The Chairperson thereupon declared the resolution duly passed and adopted this 7th day of September, 2016. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.



MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: **Christopher Agrippa**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

James Eddie Kirtley

MEMORANDUM

Agenda Item No. 11(A)(20)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

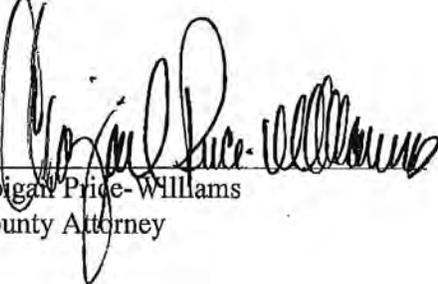
DATE: September 7, 2016

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution urging municipalities
within Miami-Dade County to
partner with the County to secure
state and federal funding to assist
with eliminating septic systems
and converting to sewer system
connections

Resolution No. R-822-16

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Rebeca Sosa.


Abigail Price-Williams
County Attorney

APW/smm

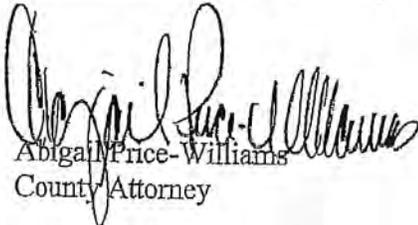


MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: September 7, 2016

FROM: 
Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 11(A)(20)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Statement of social equity required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's _____, 3/5's _____, unanimous _____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

5K

RECOMMENDATION MEMORANDUM

DATE: October 19, 2016

TO: Mayor Connie Leon Kreps
Vice-Mayor Jorge Gonzalez
Commissioner Dr. Richard Chervony
Commissioner Andreana Jackson
Commissioner Eddie Lim

RECOMMENDED BY STAFF:

Frank K. Rollason, Village Manager

PRESENTED BY STAFF:

Rodney Carrero-Santana, PE, LEED, AP, Director of Public Works

SUBJECT: Recommendation for Contractor Bid Proposal Negotiations – BID No. 2016-002, Baywalk Plaza Design (South Side Only)

RECOMMENDATION:

It is recommended that the Village Commission approve the attached Resolution approving the recommendation of the Village Manager and awarding Bid No. 2016-002, for the Baywalk Plaza Design (South Side Only) to ABC Construction, Inc., at a cost of \$911,079.

BACKGROUND:

On October 13, 2016, Mr. Jorge Gonzalez, ABC Construction, Inc., Mr. Frank Rollason, Village Manager and Mr. Rodney Carrero-Santana, P.E., LEED AP, Public Works Director, North Bay Village met to go over the contractor bid proposal for the above subject bid.

Pursuant to Section 36.25(N)(1) of the Village Code, the Village Manager can exercise the authority to negotiate the best terms and conditions with the responsive bidders or proposers.

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Andreana Jackson

Commissioner
Eddie Lim

During our meeting the contractor expressed appreciation to have been selected as the responsive bidder, to be given the opportunity to partner in this venture with the Village and to negotiate pricing with the Village representatives. The Village explained that this project was funded through grants and Village funds. The Village also indicated that the price provided by ABC Construction was higher than the estimated budgeted amount. Therefore, in an effort to move forward with the partnering opportunity, the contractor was going to review his bid proposal and provide a revised bid proposal form.

During the negotiation the contractor indicated that he would be fair and the price was not to exceed the submitted proposal bid price of \$ 970,079.05.

The contractor has submitted a reduced price of \$911,079. The Village Manager hereby recommends, based upon the Village need to develop the “Baywalk Plaza Area” to serve as the base line for the entire project conceptual design of the Baywalk, that the Village Commission authorize the Village Manager to award the contract to ABC Construction, Inc.

BUDGETARY IMPACT:

FIND Grant	\$200,000
Park Impact Fee Trust – Grant Match	200,000
Park Impact Fee Trust – Remaining Balance	95,000
2010 Capital Improvements Bond Proceeds	416,079

PERSONNEL IMPACT:

None

CONTACT:

Frank K. Rollason, Village Manager
 Rodney Carrero-Santana, PE, LEED, AP, Director of Public Works



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

MEMORANDUM

North Bay Village

DATE: October 18, 2016

TO: Yvonne P. Hamilton, CMC
Village Clerk

FROM: Frank K. Rollason
Village Manager 

SUBJECT: Introduction of Resolution

Pursuant to Section 3.08 of the Village Charter, I hereby introduce the following Resolution:

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE VILLAGE MANAGER, AND AWARDED BID NO. 2016-002 FOR THE BAYWALK PLAZA DESIGN PROJECT (SOUTH SIDE ONLY) TO ABC CONSTRUCTION, INC.; AUTHORIZING THE RELATED CONTRACT PURSUANT TO THE SCOPE OF SERVICES OUTLINED IN THE BID DOCUMENTS; AND SETTING AN EFFECTIVE DATE.

Accordingly, please place the item on the next available agenda.

FRK:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Andreana Jackson

Commissioner
Eddie Lim

RESOLUTION NO: _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE VILLAGE MANAGER, AND AWARDING BID NO. 2016-002 FOR THE BAYWALK PLAZA DESIGN PROJECT (SOUTH SIDE ONLY) TO ABC CONSTRUCTION, INC.; AUTHORIZING THE RELATED CONTRACT PURSUANT TO THE SCOPE OF SERVICES OUTLINED IN THE BID DOCUMENTS; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)

WHEREAS, North Bay Village, in accordance with applicable State and local laws, has solicited bids for the Baywalk Plaza Design Project (South Side Only); and

WHEREAS, one (1) proposal was received from ABC Construction, Inc. at a bid price of \$970,079; and

WHEREAS, an Evaluation Committee reviewed the proposal and found it to be responsive, in accordance with the scope of work and Bid criteria; and

WHEREAS, pursuant to Section 36.25(N)(1) of the Village Code, the Village Manager has the authority to negotiate the best terms and conditions with the responsive proposer, when less than three responsive proposals are received.

WHEREAS, the Village Manager has negotiated a price of \$911,079.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above Recitals are true and correct and incorporated herein by this reference.

Section 2. Award of Bid. Bid No. NBV 2016-002 for the Baywalk Plaza Design Project (south side only) is hereby awarded to ABC Construction, Inc. in accordance with the scope of services outlined in the Bid Documents, at a lump sum amount of \$911,079.

Section 3. Authorization of Village Officials. The Village Manager is authorized to enter into an agreement with ABC Construction, Inc. for \$911,079, payable from the following funding source:

FIND Grant	\$200,000
Park Impact Fee Trust – Grant Match	200,000
Park Impact Fee Trust - Remaining Balance	95,000
2010 Capital Improvements Bond Proceeds	416,079

Section 4. Effective Date. This Resolution shall take effect immediately upon adoption.

The motion to adopt the foregoing Resolution was offered by _____, seconded by _____.

FINAL VOTE AT ADOPTION:

Mayor Connie Leon-Kreps _____
 Vice Mayor Jorge Gonzalez _____
 Commissioner Richard Chervony _____
 Commissioner Andreana Jackson _____
 Commissioner Eddie Lim _____

PASSED AND ADOPTED this 25th day of October 2016.

 Connie Leon-Kreps, Mayor

ATTEST:

 Yvonne P. Hamilton, CMC
 Village Clerk

APPROVED AS TO FORM FOR THE USE OF NORTH BAY VILLAGE:

 Robert L. Switkes & Associates, P.A.
 Village Attorney

North Bay Village Resolution: Award of Bid for Baywalk Plaza Area/South Side Only-ABC Construction, Inc.

NORTH BAY VILLAGE BAYWALK PLAZA SOUTH SIDE AREA PROJECT

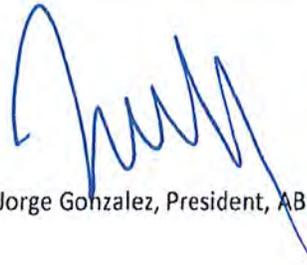
RFP NO. 2016-002

CONTRACT NEGOTIATIONS RESULTS ON OCTOBER 20, 2016

1. PERSONNEL PRESENT:
 - a. Frank Rollason, Village Manager
 - b. Rodney Carrero, Public Works Director
 - c. Jorge Gonzalez, President, ABC Construction, Inc.
2. RESULTS OF NEGOTIATIONS:
 - a. The Final Bid Price was lowered from \$970,079.05 to \$911,079.00



Frank K. Rollason, Village Manager



Jorge Gonzalez, President, ABC Construction, Inc.



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

MEMORANDUM

DATE: September 14, 2016

TO: Frank K. Rollason
Village Manager

FROM: Rodney Carrero-Santana, P.E., LEED AP
Public Works Director, North Bay Village

SUBJECT: Evaluation Committee Meeting – BID No. 2016-002, Bay Walk Plaza Design (South Side Only)

On September 12, 2016, a bid was received at North Bay Village for the referenced project. The evaluation committee met on September 14, 2016 at 2:30 PM to evaluate the bid. The committee was composed of the following professionals:

1. Mr. Hector Badia, Project Manager, Office of Capital Imp., City of Miami.
2. Mr. Dave Clark, Project Manager, Stantec.
3. Mr. David Hernandez, Community Red. Agency, City of Miami (Retired).
4. Rodney Carrero-Santana, P.E., LEED AP, Public Works Director, North Bay Village who served as an evaluation committee chair.

One company submitted for consideration, ABC Construction, Inc. This company has never had a contract with the Village.

After having evaluated the proposal, the evaluation committee commented that additional information would be required in order to determine the responsiveness of the bid. The information needed is as follows:

1. The proposer submitted a list of pending projects, projects started and still in progress as well as projects already completed. Pertinent project experience as it relates to the bid scope of work was not readily obvious from the list of project experience provided. Further clarification from the bidder is required.
2. ABC Construction as a prime contractor on similar projects was not readily shown in the list provided by the bidder.
3. The list of subcontractors does not specify the expertise of such as it relates to the scope of work. The typical question was: who is the drainage subcontractor?

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Andreana Jackson

Commissioner
Eddie Lim

Who will be the irrigation subcontractor? etc. The information was not readily provided or can be inferred from the package.

4. The resume of the Project Manager and or personnel provided does not relate to the bid scope of work. The key personnel should be identified through an organizational chart showing their availability.
5. The contractor should present a coordination plan as it relates to interaction with the major stakeholders, subcontractor and general public for this project. The plan should delineate the construction means and methods in addition to the staging of the materials for this project since the work area is very tight.
6. The contractor has listed several pending projects of a large dollar amount, therefore there were concerns that the contractor would have sufficient personnel depth or capacity to perform the scope of work for this bid.
7. A project construction schedule should be provided with the project completion date as specified in the construction documents.
8. The insurance certificate provided did not show the Village as "additional insured" (only as "certificate holder"), as required in the bid.
9. The Evaluation Committee Chair will call the references listed in the proposer bid document.
10. The contractor needs to explain if everything on the drawings is accounted for in the bid form prices; specifically, the drainage structures to be installed.
11. The dollar amount provided in the bid document was substantially higher than the industry standard and the engineers estimated opinion of probable cost. Several line items prices need to be negotiated to get a better price for the Village.

Besides the informalities previously stated the contractor met the mandatory elements of the BID. The package was found to be compliant with all other requisites in the BID. The Technical Review Committee recommends that it is in the best interest of the Village to perform the following actions:

1. A meeting with ABC Construction, Inc. be coordinated to seek answers and to request documentation pertaining to the questions above.
2. The final contract price be negotiated per line items to get a better price for the Village.

The Village Manager can exercise the authority pursuant to Section 36.25 (N) (1) of the Village Code to negotiate the best terms and conditions with the responsive bidders or proposers. The reasons for these negotiations are stipulated above. Should the Village Manager choose to exercise his authority, we recommend that the bid be accepted, the above information be provided and if sufficiently clarified, a negotiation with ABC Construction, Inc. be ensued.

CC: Ms. Yvonne Hamilton, Village Clerk for North Bay Village.

PROPOSAL
BAYWALK PLAZA AREA DESIGN (SOUTH SIDE ONLY)
NORTH BAY VILLAGE

North Bay Village
1666 Kennedy Causeway, Suite 300
North Bay Village, FL 33141

Gentlemen:

The undersigned, as Bidder, hereby declares that the only persons, company, or parties interested in the Proposal or the Contract to be entered into, as principals, are named herein; and that this Proposal is made without connection with any other person, company, or parties making a Bid or Proposal; and that it is in all respects fair and in good faith without collusion or fraud.

That the Bidder has carefully and to his full satisfaction examined the attached Instructions to Bidders, General Conditions, Special Conditions, Detailed Specifications, and Form of Contract and Bond, together with the accompanying Plans, and that he has read all addenda issued prior to the opening of Bids; and that he has made a full examination of the location of the propose work and hereby agrees to furnish, unless otherwise provided, all implements, machinery, equipment, transportation, tools, materials, supplies, labor, and other things necessary to the prosecution and completion of the work generally described as follows:

Baywalk Plaza Area Design (South Side Only) BID #2016-001

Furnish all labor, equipment and materials for construction of the Baywalk Plaza Area Design project (South Side Only). The project will include but not be limited to specialty paving, landscaping, irrigation, retaining walls, decorative gates, site lighting/electrical, site furniture, monument signs, grading, drainage, maintenance of traffic, roadway restoration, site restoration, and all other appurtenances necessary for a complete project. Construction of this project will require close coordination with the Owner and Engineer. Maximum Construction Project Duration is Five (5) Months.

It is proposed that the project herein described shall be constructed for the Total Bid Amount based on the Contract Unit Prices in this Proposal, all in accordance with the requirements and provisions of the Contract Documents. The Village at its sole discretion shall award this contract based on the Total Bid Amount and in accordance with Section 16 (Award of Contract) in the Instructions to Bidders.

TOTAL BID AMOUNT (South Side only) \$ 970,079.05
TOTAL BID AMOUNT (IN WORDS) Nine hundred Seventy thousand Seventy Nine 05/100

BID FORM

The following Bid Form is presented to assist the Village in evaluating the Bid. After award, the Village reserves the right to modify estimated quantities subject to the unit price, and eliminate line items if necessary. In the event of discrepancy or approved quantity change, the Unit Price for each item will govern. Payment shall be made for the items listed on the Bid Form on the basis of the Work actually performed and completed.

South Side Only

<u>Item</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Price</u>	<u>Value</u>
1.	Mobilization, Bonds & Insurance	1	LS	<u>175,000.00</u>	<u>175,000.00</u>
2.	Maintenance of Traffic	1	LS	<u>15,000.00</u>	<u>15,000.00</u>
3.	Remove Guardrail	23	LF	<u>50.00</u>	<u>1,150.00</u>
4.	Remove Concrete	36	SY	<u>500.00</u>	<u>18,000.00</u>
5.	Clearing and Grubbing	0.1	AC	<u>30,000.00</u>	<u>3,000.00</u>
6.	Excavate, Load and Haul	1	LS	<u>35,000.00</u>	<u>35,000.00</u>
7.	Site Grading	1	LS	<u>50,000.00</u>	<u>50,000.00</u>
8.	Concrete Sidewalk (4"/6" includes subgrade)	285	SY	<u>35.00</u>	<u>9,975.00</u>
9.	Adjust Existing Rim Elevations	1	LS	<u>5,000.00</u>	<u>5,000.00</u>
10.	Pavement/Trench Restoration	165	SF	<u>10.00</u>	<u>1,650.00</u>
11.	Retaining Wall	432	CY	<u>565.00</u>	<u>244,080.00</u>
12.	Zum 882 Perma Trench Drain	118	LF	<u>250.00</u>	<u>29,500.00</u>
13.	15" Nyloplast Inline Drain with Dome Grate	9	EA	<u>1,000.00</u>	<u>9,000.00</u>
14.	2" Corporation Stop for Irrigation Service	1	EA	<u>2,500.00</u>	<u>2,500.00</u>
15.	Connection to Existing Water Service	1	EA	<u>7,500.00</u>	<u>7,500.00</u>
16.	2" Single Water Service (incl. Meter and Vault)	1	EA	<u>5,000.00</u>	<u>5,000.00</u>

17.	2" Pressure Vacuum Breaker for Irrigation System	1	EA	<u>3,500.00</u>	<u>3,500.00</u>
18.	2" HDPE Pipe	37	LF	<u>150.00</u>	<u>5,550.00</u>
19.	Paving – H-101 Colored concrete w/Quarried Stone Finish	164	SY	<u>95.00</u>	<u>15,580.00</u>
20.	Paving – H-102 Colored concrete w/Quarried Stone Finish	76	SY	<u>92.00</u>	<u>6,992.00</u>
21.	Paving – H-103 Colored concrete w/Lithocrete Finish	33	SY	<u>185.00</u>	<u>6,105.00</u>
22.	Custom Metal Access Gate and Fence	1	EA	<u>3500.00</u>	<u>3,500.00</u>
23.	Trash Receptacle	2	EA	<u>1,000.00</u>	<u>2,000.00</u>
24.	City Elements Pedestrian Light Pole	7	EA	<u>2,500.00</u>	<u>17,500.00</u>
25.	Recessed LED Wall Light	250	LF	<u>150.00</u>	<u>37,500.00</u>
26.	Electrical Conduit, Conductors & Miscellaneous Lighting Components	1	LS	<u>30,000.00</u>	<u>30,000.00</u>
27.	Tree Removal/Relocation	1	LS	<u>12,500.00</u>	<u>12,500.00</u>
28.	Coconut Palm	5	EA	<u>1,600.00</u>	<u>8000.00</u>
29.	Pitch Apple	1	EA	<u>3,000.00</u>	<u>3,000.00</u>
30.	Cabbage Palmetto	6	EA	<u>200.00</u>	<u>1,200.00</u>
31.	Florida Thatch Palm	5	EA	<u>1200.00</u>	<u>6000.00</u>
32.	Seabreeze Bamboo	34	EA	<u>50.00</u>	<u>1,700.00</u>
33.	Small Leaf Clusia	6	EA	<u>6.00</u>	<u>36.00</u>
34.	Pink Muhly Grass	14	EA	<u>6.00</u>	<u>84.00</u>
35.	Dwarf Fakahatchee Grass	10	EA	<u>10.00</u>	<u>100.00</u>
36.	Sea Oxeye Daisy	14	EA	<u>4.50</u>	<u>63.00</u>
37.	Natal Plum	23	EA	<u>6.00</u>	<u>138.00</u>
38.	Beach Sunflower	34	EA	<u>4.50</u>	<u>153.00</u>

39.	Sea Lavender	51	EA	<u>6.00</u>	<u>306.00</u>
40.	Planting Soil (4137 SF @ 6")	34	CY	<u>22.00</u>	<u>748.00</u>
41.	Mulch (4137 SF @ 3")	17	CY	<u>35.00</u>	<u>595.00</u>
42.	Irrigation Dripline	1439	SF ^{1/4}	<u>.1.25</u>	<u>1798.75</u>
43.	Drip Ring emitter (2 per tree)	18	EA	<u>50.00</u>	<u>900.00</u>
44.	Valve Irrigation	1	EA	<u>350.00</u>	<u>350.00</u>
45.	Irrigation Controller	1	EA	<u>500.00</u>	<u>500.00</u>
46.	Rain Sensor	1	EA	<u>250.00</u>	<u>250.00</u>
47.	Landscape Maintenance	1	YEAR	<u>5,500.00</u>	<u>5,500.00</u>
48.	Irrigation Lateral Line PVC Class 200 SDR 21 Irrigation Pipe	172.2	LF	<u>1.50</u>	<u>258.30</u>
49.	Irrigation Mainline PVC Class 200 SDR 21 Irrigation Pipe	5.0	LF	<u>5.00</u>	<u>25.00</u>
50.	PVC Schedule 40 Irrigation Sleeve	14.7	LF	<u>10.00</u>	<u>147.00</u>
51.	Monument Sign	1	LS	<u>7645.00</u>	<u>7645.00</u>
52.	Directional Bore	1	LS	<u>10,000.00</u>	<u>10,000.00</u>
53.	Permitting (FDOT)	1	LS	<u>3500.00</u>	<u>3500.00</u>
54.	Site Restoration	1	LS	<u>15,000.00</u>	<u>15,000.00</u>
55.	Owner's Allowance	1	LS	<u>\$150,000.00</u>	<u>\$150,000.00</u>

TOTAL BID AMOUNT (SOUTH SIDE ONLY) \$ 970079.05

TOTAL BID AMOUNT (IN WORDS) Nine hundred seventy thousand
Seventy Nine & 05/100

TRENCH SAFETY

Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Fla.) effective October 1, 1990. The bidder further identifies the costs to be summarized below.

	<u>TRENCH SAFETY MEASURE (DESCRIPTION)</u>	<u>UNITS OF MEASURE (L.F., SY)</u>	<u>UNIT (QUANTITY)</u>	<u>UNIT COST</u>	<u>EXTENDED COST</u>
A.	<u>trench.</u>	<u>LF</u>	<u>5000</u>	<u>100.00</u>	<u>5000.00</u>
B.	<u>/</u>	<u>/</u>	<u>/</u>	<u>/</u>	<u>/</u>
C.	<u>/</u>	<u>/</u>	<u>/</u>	<u>/</u>	<u>/</u>

Failure to complete the above may result in the bid being declared non-responsive.

QUALIFICATION REQUIREMENTS

Only those Bidders and Subcontractor(s) who are qualified will be considered as bona fide bidders. As Bidder, we certify to have constructed at least three (3) similar projects in the last five (5) year period as indicated by the following:

1) NAME OF PROJECT _____
 YEAR OF PROJECT _____
 OWNER OF PROJECT _____
 OWNER TELEPHONE NO. _____
 LOCATION OF PROJECT _____
 DESIGNING ENGINEER _____
 ADDRESS _____
 SCOPE OF WORK _____
 APPROXIMATE VALUE \$ _____

*Please
SEE
Attached
Project list.*

2) NAME OF PROJECT _____
 YEAR OF PROJECT _____
 OWNER OF PROJECT _____
 OWNER TELEPHONE NO. _____
 LOCATION OF PROJECT _____
 DESIGNING ENGINEER _____
 ADDRESS _____
 SCOPE OF WORK _____
 APPROXIMATE VALUE \$ _____

References list.

3) NAME OF PROJECT _____
 YEAR OF PROJECT _____
 OWNER OF PROJECT _____
 OWNER TELEPHONE NO. _____
 LOCATION OF PROJECT _____
 DESIGNING ENGINEER _____
 ADDRESS _____
 SCOPE OF WORK _____
 APPROXIMATE VALUE \$ _____

Please see Attached Project List 2 References

List Subcontractors and other persons and organizations proposed by the Bidder to perform portions of the work:

- 1) NAME OF SUBCONTRACTOR Hornstead Concrete
- 2) NAME OF SUBCONTRACTOR V Ed Electrical
- 3) NAME OF SUBCONTRACTOR All Green Nursery

NOTE: For additional Subcontractors: Copy this form and attach additional pages as needed.

If awarded the Contract, the undersigned agrees to execute the attached Contract within ten (10) calendar days after the date on which Notice of Award is received and to be substantially complete within 180 calendar days and all work within not more than 210 calendar days after date of receipt of written Notice to Proceed with such extensions of time as are provided for in the General Conditions.

The undersigned understands the contract time starts on date of Notice to Proceed.

There is enclosed a Bid Guarantee consisting of five percent (5%) of Total Bid Amount.

The undersigned furthermore agrees that, in case of failure on his part to execute said contract and bond within ten (10) days after being awarded the contract, the check, bond or other security accompanying his bid and the money payable thereon, shall become the property of the Village, by forfeit as agreed and liquidated damages; otherwise the check or bond accompanying his proposal shall be returned to the undersigned.

The undersigned, if awarded the contract, agrees to furnish at time of signing of contract, Performance and Payment Bonds each in the amount of 100% of the contract as set forth in "Instructions to Bidders".

The undersigned states that this proposal is the only proposal for this project in which he is interested.

The undersigned further agrees to bear the full cost of maintaining all work until final acceptance.

SUBMITTED
FIRM NAME
BUSINESS ADDRESS
BUSINESS TELEPHONE
SIGNATURE OF RESPONSIBLE OFFICIAL
TITLE
STATE OF INCORPORATION

Jorge Gonzalez
ADM Construction, Inc
7015 NW 7th Street
305 663-0322
Manny
President
Florida

FULL NAMES & ADDRESSES OF
PERSONS OR PARTIES INTERESTED
IN THE FOREGOING BID, AS PRINCIPALS:

N/A

Addenda No(s) 1, 2 received and attached hereto.

BID BOND

ABC Construction,
Inc.
we,

KNOW ALL MEN BY THESE PRESENTS, that (hereinafter called the Principal), and North America USA (hereinafter called the Surety), a Corporation chartered and existing under the laws of the State of with its principal offices in the City of MI and authorized to do business in the State of Florida, and North Bay Village, and having an Agent resident therein, such Agent and Company acceptable to North Bay Village, are held and firmly bound unto North Bay Village (hereinafter called Owner), in the sum of Dollars (\$ 5% of Amount Bid), good and lawful money of the United States of America, to be paid upon demand of the said Owner, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally and firmly by these presents.

WHEREAS; the above bounded Principal contemplates submitting or has submitted a proposal to the said Owner for furnishing all necessary labor, materials, equipment, machinery, tools, apparatus, services, all State Workmen's Compensation and Unemployment Compensation Taxes incurred in the performance of the contract, and means of transportation for construction of:

**NORTH BAY VILLAGE
BAYWALK PLAZA AREA DESIGN (SOUTH SIDE ONLY)
BID #2016-002**

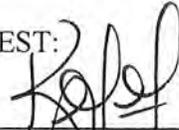
for said Owner, and;

WHEREAS; the Principal desires to file this Bond in accordance with law, in lieu of a certified Bidder's check otherwise required to accompany this Proposal in the amount of five percent (5%) of the base bid.

NOW THEREFORE, the conditions of this obligation are such that, if the Proposal be accepted, the Principal shall within ten (10) days after receipt of notification of the acceptance thereof, execute a contract in accordance with the Proposal and upon the terms, conditions and price set forth therein, in the form and manner required by the Owner and execute sufficient and satisfactory Performance and Payment Bonds payable to North Bay Village, Florida, each in an amount of one hundred percent (100%) of the total contract price, as indicated in the Proposal, in form and with security satisfactory to the said Owner, then this obligation to be void, otherwise to be and remain in full force and virtue in law; and the Surety shall upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above immediately pay to the aforesaid Owner upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty but as liquidated damages.

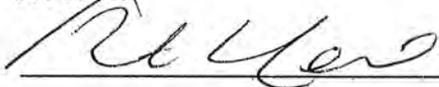
IN WITNESS WHEREOF, THE said ABC Construction, Inc., as "Principal" herein has caused these presents to be signed in its name, by its _____ under its corporation seal, and the said The Guarantee Company of North America USA as "Surety" herein, has caused these presents to be signed in its name by its Attorney In Fact, and attested by its _____, under its corporate seal, this 12th day of September, A.D., 2016.

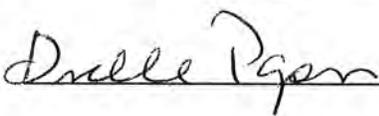
ATTEST:



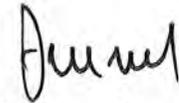


ATTEST:





ABC Construction, Inc.

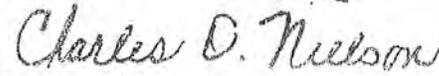



BY:(Title) (Principal)

President

The Guarantee Company of North America USA

BY:



(Surety) Attorney-in-Fact

Charles D. Nielson

(Attorneys-in-Fact who sign this bond must file with it a certified copy of their power-of-attorney to sign said Bond).



POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

[Charles J. Nielson, Charles D. Nielson, Joseph P. Nielson, David R. Hoover, Shawn Alan Burton
Nielson and Company, Inc. - Miami Lakes

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

- 1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.



IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 2nd day of October, 2015.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

[Signature of Stephen C. Ruschak]

[Signature of Randall Musselman]

STATE OF MICHIGAN
County of Oakland

Stephen C. Ruschak, President & Chief Operating Officer

Randall Musselman, Secretary

On this 2nd day of October, 2015 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2018
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

[Signature of Cynthia A. Takai]

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 12th day of Sept. 2016

[Signature of Randall Musselman]

Randall Musselman, Secretary

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to NORTH Bay Village
[print name of the public entity]
by Jorge Gonzalez - President
[print individual's name and title]
for ABC Construction, Inc
[print name of entity submitting sworn statement]

whose business address is

7215 NW 7th STREET
Miami, FL 33126

and (if applicable) its Federal Employer Identification Number (FEIN) is 65-0234721

(If the entity has no FEIN, include the Social Security Number of the individual signing

This sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding or guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

- A A predecessor or successor of a person convicted of a public entity crime: or
- B An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

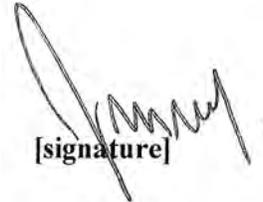
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[indicate which statement applies.]**

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in public interest to place the entity submitting this sworn statement on the convicted vendor list. **[attach a copy of the final order]**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED, I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED INT HIS FORM.


[signature]

Sworn to and subscribed before me this _____ day of _____, 20 _____.

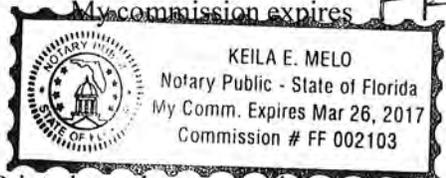
Personally known _____

OR Produced identification _____

Notary Public - State of Florida.

(Type of identification)

My commission expires FF 002103.



(Printed typed or stamped commissioned name notary public)



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

*Addendum 2
Issued on September 6, 2016*

**BID NO. 2016-002
FOR
BAYWALK PLAZA AREA DESIGN (SOUTH SIDE ONLY)**

Issued by: North Bay Village

Notice to all Bidders:

1) **Question:** Will the engineer provide a SWPP?

Response: SWPP plans were not prepared as they are not required. Per FDEP if you're "disturbing" more than 1 acre then you need to get an NPDES permit. The total project area is approximately 0.2 acres. The contractor still needs to exercise best management practices during construction so as to not allow debris or turbid runoff to make its way into the adjacent water body or into the City's drainage system.

2) **Question:** Sheet C-400-2" Irrigation Line Profile B detail shows a proposed oval concrete storm pipe. Is this part of the south side improvements?

Response: The pipe reflected on the profile is not proposed by Kimley-Horn. It is labeled as "By Others" and therefore not part of the plans prepared by Kimley-Horn and not part of the work to be done by the contractor as part of the south side improvements.

3) **Question:** Have geotechnical investigations been done and can a geotechnical report be provided?

Response: A geotechnical report is attached.

MANDATORY.

Recipient Signature:

Print Name:

Company:

Date:

PROOF OF RECEIPT
[Signature]

George Gonzalez

AME Construction, Inc

09/06/16

SUBMIT WITH RFP RESPONSE



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

*Addendum 1
Issued on August 29, 2016*

**BID NO. 2016-002
FOR
BAYWALK PLAZA AREA DESIGN (SOUTH SIDE ONLY)**

Issued by: North Bay Village

Notice to all Bidders:

Attendance at the Pre-Bid Meeting scheduled for today, August 29, 2016, at 10:00 A.M. at Village Hall, 1666 Kennedy Causeway, #101, North Bay Village, FL 33141 is **NOT MANDATORY.**

PROOF OF RECEIPT

Recipient
Signature:
Print Name:
Company:
Date:

Jorge Gonzalez

Jorge Gonzalez

Amc Construction, Inc

08/29/16

SUBMIT WITH RFP RESPONSE

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Andreana Jackson

Commissioner
Eddie Lim



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

(850) 487-1395

GONZALEZ, JORGE
ABC CONSTRUCTION INC
7215 NW 7TH STREET
MIAMI FL 33126-2937

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbecue restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CFC1427728 ISSUED: 07/24/2016

CERTIFIED PLUMBING CONTRACTOR
GONZALEZ, JORGE
ABC CONSTRUCTION INC

IS CERTIFIED under the provisions of Ch. 489 FS.
Expiration date : AUG 31, 2018 L1607240001819

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER
CFC1427728

The PLUMBING CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018



GONZALEZ, JORGE
ABC CONSTRUCTION INC
7215 NW 7TH STREET
MIAMI FL 33126-2937





STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

(850) 487-1395

GONZALEZ, JORGE
ABC CONSTRUCTION INC
7215 NW 7TH STREET
MIAMI FL 33126-2937

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

CGCA60037 ISSUED: 07/24/2016

CERTIFIED GENERAL CONTRACTOR
GONZALEZ, JORGE
ABC CONSTRUCTION INC

IS CERTIFIED under the provisions of Ch. 489 FS.
Expiration date : AUG 31, 2018 L1607240001991

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER	
CGCA60037	

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018



GONZALEZ, JORGE
ABC CONSTRUCTION INC
7215 NW 7TH STREET
MIAMI FL 33126-2937



ISSUED: 07/24/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1607240001991

Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY



6706981

BUSINESS NAME/LOCATION

ABC CONSTRUCTION INC
7215 NW 7 ST
MIAMI FL 33126

RECEIPT NO.

**RENEWAL
6980206**

**EXPIRES
SEPTEMBER 30, 2017**

Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10

OWNER

ABC CONSTRUCTION INC

Worker(s) 6

SEC. TYPE OF BUSINESS

196 PLUMBING CONTRACTOR
CFC1427728

**PAYMENT RECEIVED
BY TAX COLLECTOR**

\$75.00 08/04/2016
ECHECK-16-172599

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit www.miamidade.gov/taxcollector

Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY

LBT

2751270

BUSINESS NAME/LOCATIONABC CONSTRUCTION INC
7215 NW 7 ST
MIAMI FL 33126**RECEIPT NO.****RENEWAL**
2882158**EXPIRES**
SEPTEMBER 30, 2017Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10**OWNER**

ABC CONSTRUCTION INC

Worker(s) 1

SEC. TYPE OF BUSINESS196 GENERAL BUILDING CONTRACTOR
CGCA60037**PAYMENT RECEIVED
BY TAX COLLECTOR**\$75.00 08/04/2016
ECHECK-16-172592

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit www.miamidade.gov/taxcollector

State of Florida

Department of State

I certify from the records of this office that ABC CONSTRUCTION INC. is a corporation organized under the laws of the State of Florida, filed on October 12, 1990.

The document number of this corporation is S20422.

I further certify that said corporation has paid all fees due this office through December 31, 2016, that its most recent annual report/uniform business report was filed on April 28, 2016, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-eighth day of April,
2016*



Ken Deitzner
Secretary of State

Tracking Number: CC3190708402

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS



Detail by Entity Name

Florida Profit Corporation

ABC CONSTRUCTION INC.

Filing Information

Document Number	S20422
FEI/EIN Number	65-0234721
Date Filed	10/12/1990
State	FL
Status	ACTIVE

Principal Address

7215 NW 7 STREET
MIAMI, FL 33126

Changed: 02/15/2012

Mailing Address

7215 NW 7 STREET
MIAMI, FL 33126

Changed: 02/15/2012

Registered Agent Name & Address

GONZALEZ, JORGE
7215 NW 7 ST
MIAMI, FL 33126

Address Changed: 02/15/2012

Officer/Director Detail

Name & Address

Title PD

GONZALEZ, JORGE
7215 NW 7 Street
Miami, FL 33126

Title VD

GONZALEZ, LILLIAN S

7215 NW 7 Street
Miami, FL 33126

Annual Reports

Report Year	Filed Date
2014	04/18/2014
2015	04/22/2015
2016	04/28/2016

Document Images

04/28/2016 -- ANNUAL REPORT	View image in PDF format
04/22/2015 -- ANNUAL REPORT	View image in PDF format
04/18/2014 -- ANNUAL REPORT	View image in PDF format
03/29/2013 -- ANNUAL REPORT	View image in PDF format
02/15/2012 -- ANNUAL REPORT	View image in PDF format
03/09/2011 -- ANNUAL REPORT	View image in PDF format
01/19/2010 -- ANNUAL REPORT	View image in PDF format
03/04/2009 -- ANNUAL REPORT	View image in PDF format
02/13/2008 -- ANNUAL REPORT	View image in PDF format
01/18/2007 -- ANNUAL REPORT	View image in PDF format
01/17/2006 -- ANNUAL REPORT	View image in PDF format
01/10/2005 -- ANNUAL REPORT	View image in PDF format
01/09/2004 -- ANNUAL REPORT	View image in PDF format
01/13/2003 -- ANNUAL REPORT	View image in PDF format
01/21/2002 -- ANNUAL REPORT	View image in PDF format
01/12/2001 -- ANNUAL REPORT	View image in PDF format
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02/21/1999 -- ANNUAL REPORT	View image in PDF format
01/21/1998 -- ANNUAL REPORT	View image in PDF format
02/05/1997 -- ANNUAL REPORT	View image in PDF format
03/26/1996 -- ANNUAL REPORT	View image in PDF format
01/19/1995 -- ANNUAL REPORT	View image in PDF format

ABC Construction, Inc. is a Bonded and Insured company and is able to bond any job if required.

PENDING PROJECTS

B O N D	PROJECT NAME	STATUS	PROJECTED START DATE	CONTRACT AMOUNT	PROJECTED TO FINISH
	MIA- Satellite E Pavement Rehab PKG 1	PENDING TO START	Dec-15	\$ 473,000.00	Aug-17
	MIA- Structural Repair of Bridge Package A	PENDING TO START	Dec-15	\$ 220,000.00	Apr-16

PROJECTS STARTED AND STILL IN PROGRESS

PROJECT NAME	STATUS	BALANCE TO FINISH	CONTRACT AMOUNT	Architect OWNER	COMPLETION DATE
Y Pedestrian Overpass at University Metrorail Station	WORK IN PROGRESS	95.00%	\$ 3,837,900.00	Miami Dade County Transit	Oct-16
Y Recreation Center 2nd Lvl Exp Village Key Biscayne	WORK IN PROGRESS	95.00%	\$ 1,705,000.00	Village Key Biscayne	Jul-16
Y Joseph Caleb Center New Parking Garage	WORK IN PROGRESS	79.81%	\$ 9,644,840.00	Miami Dade County-Internal Service	Jan-16
Y Miami Lakes Optimist Park New Clubhouse	WORK IN PROGRESS	68.49%	\$ 1,515,000.00	Town Clerk, Miami Lakes	Aug-15
Y Hadley Park Youth Center	WORK IN PROGRESS	55.14%	\$ 6,018,904.19	City of Miami	Mar-16
Y MIA Dolphin & Flamingo Garages	WORK IN PROGRESS	58.00%	\$ 2,875,000.00	MCM - Munilla Construction	Aug-17
Y Alex Ott Water Treatment Plant Switchgear Phase I	WORK IN PROGRESS	80.00%	\$ 1,004,238.21	Miami Dade Water & Sewer/Joaquin	Jul-15

PROJECTS COMPLETED

B O N D	PROJECT NAME	CONTRACT PRICE	TYPE OF CONST	LOCATION OF WORK	Name of Owner	YEAR
Y	Existing Metrorail Stations Graphic & Signage Retrofit	\$ 1,050,355.46	Renovations	Miami	Miami Dade County Transit/ George Maldonado	2015
Y	Regional Head Start Center @ Arcolia Lakes	\$ 4,326,532.77	Renovations	Miami	Miami Dade County-Internal Service/ Tim Wright	2015
Y	Bus Shelters at the Busway & 120 ST Project	\$ 485,677.00	Renovations	Miami	Village of Pinecrest	2015
Y	MIA BACK TERMINAL D-H LSHM LIFE SAFETY PHASE 1	\$ 2,433,197.00	Renovations	Miami	Miami Dade Aviation Dept/Mr. Rodriguez	2015
Y	South Campus Soccer Field	\$ 1,253,652.00	Renovations	Pembroke Pines, FL	Broward Collage / Michael C Hamilton	2015
Y	Atlantic Technical Center Replace Front Canopy	\$ 367,311.49	Renovations	Cocanut Creek, FL	School Broward County / Jason Fair	2015
Y	BHSF Hotel Demolition	\$ 525,805.00	Demolition	Miami	Baptist Health / Kyle G. Brown	2014
Y	MIA Central Market Place Phase 2 & 3 (Pack B)	\$ 10,900.00	Renovations	Miami	MCM - Munilla Construction / Lisette C Alonso	2014
Y	Coral Way Community Center Remodeling	\$ 525,804.00	554720.04	Miami	City of Miami / Robert Feinton	2014
Y	ENGINE #5 WITH THE EAST PUMP ROOM	\$ 1,002,402.65	Renovations	Miami	Miami Dade Water & Sewer/Joaquin	2014
Y	Crandon Park Marina Entrance, Parking, & Dock Gates	\$ 2,583,729.61	Renovations	Miami	Miami Dade County-Internal Service	2014
Y	METROPOLES ESCALATOR COVERS & REPLACEMENT	\$ 5,936,556.02	Renovations	Miami	Miami Dade County Transit / George Maldonado	2013
Y	GAS PIPE BETWEEN LANDFILL & COGEN BLDG @SDMWTP	\$ 1,782,160.39	Renovations	Miami	The School Board of Broward County / Sonja V. Coley	2013
Y	PAINTING & STUCCO REPAIRS CHAPEL TRAIL ELEMENTARY	\$ 611,744.00	Renovations	Pembroke Pines	Miami Dade Water & Sewer/Joaquin	2013
Y	PONCE DE LEON BLVD / ALHAMBRA CIRCLE LANDSCAPING	\$ 529,050.58	Renovations	Miami	City of Coral Gables / Julia Abrahami	2013
Y	HAMMOCKS PAVILLION RENOVATION	\$ 283,634.24	Renovations	Miami	Village of Pinecrest / Leo Llanes	2013
Y	MIA BLDG 861 HANGAR 7 & BLDG 862 HANGAR 6 UPGRADE	\$ 402,575.00	Renovations	Miami	Mike Gomez Construction	2013
Y	G.T. LOHMEYER WWTP BUILDING PARAPET REPAIR	\$ 443,185.00	Renovations	FL Lauderdale	City of Fort Lauderdale	2013
Y	COOPER CITY LIFT STATION No # 1 REHABILITATION	\$ 250,244.00	Renovations	Cooper City	The City of Cooper City	2013
Y	LAM Cargo Bldg 710 Phase II Cooler Expansion MIA	\$ 1,683,616.00	Renovations	Miami	LAN Cargo S.A	2013
N	MIA-J Mech Rm Mezzanine Safety Railings	\$ 6,500.00	Renovations	Miami	Mike Gomez Construction	2012
N	Shenandoah Branch Library Site Enhancements-Landscape	\$ 42,000.00	Renovations	Miami	Miami Dade County-Internal Service	2012
N	Auditorium Seating Repair & Refurbishing	\$ 135,644.82	Renovations	Miami	The School Board of Broward County	2012
N	MGC-MIA - CONOURSE F STAINLESS STEEL COLUMNS	\$ 20,000.00	Renovations	Miami	Mike Gomez Construction	2012
Y	SEWAGE PUMP STATION # 0522 CONTROL ROOM & ADDITION	\$ 1,310,385.00	Renovations	Miami	Miami Dade Water & Sewer/Gary Clarke	2012
Y	MIA Front Terminal D-H Fire Sprinkler Safety Upgrade	\$ 3,212,990.00	Renovations	Miami	Miami Dade Aviation Dept/Mr. Rodriguez	2012
N	MGC-MIA UPPER & LOWER DRIVE ACCESS IMPROVEMENT (B)	\$ 93,678.00	Renovations	Miami	Mike Gomez Construction	2012

ABC Construction, Inc. is a Bonded and Insured company and is able to bond any job if required.

N	MGC-MIA (C) 704 MISC REPAIRS BATHROOM DEMO	\$ 68,626.00	Renovations	Miami	Mike Gomez Construction	2012
N	MIA (I) 704 MISC REPAIRS FIRE SPRINKLERS	\$ 40,350.00	Renovations	Miami	Mike Gomez Construction	2012
PROJECTS COMPLETED						
B	PROJECT NAME	CONTRACT PRICE	TYPE OF CONST	LOCATION OF WORK	Name of Owner	YEAR
N	MIA-FIRE SUPPRESSION SYSTEMS FOR APM EQUIP ROOMS	\$ 29,000.00	Renovations	Miami	National Fire Protection, LLC	2012
N	NEW MARLINS BALLPARK-NAF	\$ 108,876.00	New Const	Miami	National Fire Protection, LLC	2012
N	Marlins - Schindler Elevator	\$ 41,860.00	New Const	Miami	Schindler Elevator	2012
Y	ALHAMBRA WATER TOWER RESTORATION	\$ 270,798.00	Renovations	Coral Gables	City of Coral Gables	2012
N	INDIAN CREEK VILLAGE ENTRANCE IMPROVEMENTS	\$ 464,040.00	Renovations	Miami	City of Indian Creek Village	2012
Y	SHERANDOAH BRANCH LIBRARY	\$ 1,068,183.00	Renovations	Miami	Miami Dade GSA / Alberto Perdigon	2011
Y	MWDC DISHWASHER'S REPLACEMENT	\$ 257,000.00	Renovations	Miami	MDC Dept of Corrections/Eugenio Raposo	2010
N	MIA SOUTH TERMINAL PARK 6 BRIDGE DOORS	\$ 55,000.00	Renovations	Miami	Mike Gomez Construction/ Johnny Peterson	2010
N	MIA-Emergency Repair of Spilled Column Dolphin Garage # 3	\$ 28,315.50	Renovations	Miami	Mike Gomez Construction/ Juan Contreras	2010
Y	Security Enhancement Project @ Ops-Locka	\$ 1,056,134.44	New Const	Miami	Miami Dade Aviation Dept/ Darrel Palmer	2010
Y	Operation Center Water Storage & Pumping Station	\$ 2,548,294.12	Renovations	N. Miami Bch	City N Miami Beach/Corzo Castella	2009
Y	StormWater Pump Station # 6 Rehabilitation	\$ 871,829.13	New Const	Hollywood	City Hollywood/Hugo Davalos	2009
N	Pumping WASA #307	\$ 34,556.00	New Const	Miami	Miami Dade Water & Sewer/ Statewide	2009
Y	Suniland Park Dugouts and Backstops	\$ 102,590.81	New Const	Miami	Village of Pinecrest / Peter G Lombardi	2009
N	Cable Guard Removal/Install new Pipe Rail	\$ 47,525.55	New Const	Miami	Miami Dade County / GSA/Spencer Errickson	2009
N	Village of Key Biscayne, Florida Community	\$ 163,038.42	Renovations	Miami	Village of Key Biscayne	2009
N	MIA-Building 716-1 Office Renov	\$ 14,560.00	Renovations	Miami	Mike Gomez Construction	2009
N	MIA-Fuel Facility Canopy	\$ 420,869.06	Renovations	Miami	Mike Gomez Construction	2009
N	MIA - Building 701	\$ 17,000.00	Renovations	Miami	Mike Gomez Construction	2009
Y	Ives Estate	\$ 4,230,357.50	New Const	Miami	Miami Dade Parks Joel Arango	2008
Y	New Prototype Branch Library @ International Mall	\$ 3,107,772.20	New Const	Miami	Miami Dade GSA / Alicia Arguelles	2008
Y	Haulover Park - Four New Bathrooms	\$ 2,104,085.84	New Const	Miami	Miami Dade Parks Joel Arango	2008
Y	South Terminal	\$ 428,732.20	New Const	Miami	Perez & Perez-MIA	2008
Y	Trolley Depot Facility Phase # 1 City of Coral Gables	\$ 259,631.00	Renovations	Miami	City of Coral Gables / LIVS	2007
Y	Serena Lakes Shopping Center	\$ 2,900,000.00	New Const	Miami	JRC Enterprises, Inc.	2006
Y	New Maintenance Shed and Support Facilities	\$ 841,000.54	New Const	Miami	Miami Dade Public Works / Luis Blado	2006
Y	Metro Zoo / Giraffe Feeding Station	\$ 401,650.09	New Const	Metro Zoo	Miami Dade Parks Jay Forni	2006

ABC Construction, Inc.
 7215 NW 7th Street
 Miami, FL 33126
 305-663-0322
 305-267-2403

3/31/2016

ABC Construction, Inc. is a Bonded and Insured company and is able to bond any job if required.

N	Y	PROJECT NAME	CONTRACT PRICE	TYPE OF CONST	LOCATION OF WORK	Name of Owner	YEAR
N		Black Point Marina	\$ 92,000.00	renovations	Bl Point Marina	Solares Electric	2006
Y		MIA Building 708 Exterior Repairs & Paint	\$ 697,416.95	renovations	Miami Int'l Airport	Miami Dade Aviation Dept	2006
PROJECTS COMPLETED							
N		Fire Station # 04 (New Building)	\$ 346,322.84	New Const	Miami Beach	Carivon Construction, City of Miami Bch	2005
Y		MIA 776N-2 AA CABIN SERVICES RELOCATION	\$ 416,926.13	renovations	Miami Int'l Airport	Turner-Austin - American Airlines	2005
Y		MIA737G C-D	\$ 1,188,135.30	renovations	Miami Int'l Airport	Aventura - MIA	2005
Y		MIA 776I-1 & 2	\$ 211,123.00	renovations	Miami Int'l Airport	Turner-Austin - American Airlines	2005
N		Star Condominiums	\$ 219,518.00	renovations	Bay Harbor Island	Scott Robins	2005
Y		Homestead Air Base Housing For Homeless	\$ 314,293.00	New Const	Homestead	Camillas House / Pinnacle Housing Group	2004
Y		Eureka Villa / Bird Lakes	\$ 1,209,408.00	New Const	Miami	Miami Dade Parks Rafael Puente	2004
N		Incinerator Facility / Coral Gables	\$ 139,350.00	Demolition	Miami	City of Coral Gables	2004
Y		Eureka Park Field Lighting Upgrade	\$ 494,000.00	New Const	Miami	Miami Dade Parks Richard Cabrera	2004
Y		776L INS Office Relocation	\$ 62,000.00	renovations	Miami Int'l Airport	Turner-Austin - American Airlines	2004
Y		MIA776A-1 Duty Free	\$ 571,001.87	renovations	Miami Int'l Airport	Turner-Austin - American Airlines	2003
N		Westview Middle School	\$ 94,516.00	renovations	Miami	MCM Construction	2003
N		Dadeland	\$ 15,850.00	renovations	Miami	DPMI	2003
Y		Three Lakes Park	\$ 742,168.41	New Const	Miami	Miami Dade Parks Dave Thomason	2003
Y		S. Miami Heights	\$ 58,000.00	Demolition	Miami	Miami Dade Water & sewer	2002
Y		741E	\$ 914,001.97	Demolition	Miami Int'l Airport	Turner-Austin - American Airlines	2002
Y		Tropical Park	\$ 350,768.00	New Const	Miami	Miami Dade Parks Richard Cabrera	2002
Y		Crandon Park	\$ 154,570.19	renovations	Miami	Miami Dade Parks Dean Gaffney	2002
Y		Solid Waste	\$ 243,000.00	renovations	Miami	Miami Dade Solid waste management	2002
Y		Millers Pond	\$ 352,424.00	renovations	Miami	Miami Dade Parks Lester Gates	2002
Y		Greyhounds Park	\$ 4,995.00	Painting	Miami	Miami Dade Parks Dean Gaffney	2001
N		Metro West	\$ 215,000.00	renovations	Miami	GSA Miami Dade County	2001
N		PWAC	\$ 97,000.00	renovations	Miami	Pwac 305-573-6010	2001

BUSINESS REFERENCES

MIAMI DADE COUNTY PARK & RECREATION

Mr. Joel Arango
Ph: 305-755-5453
275 NW 2nd Street
Miami, Fl 33128
E-mail: JArango@miamidade.gov

MCM CORPORATION

Mr. Alexis Leal
Ph: 305-541-6869 Ext.36
6201 SW 70th Street 2nd Floor
Miami, Fl 33143
E-mail: aleal@mcmcorp.com

MIAMI DADE COUNTY PARK & RECREATION

Mr. Jay Forni
Ph: 305-596-4460
11395 SW 79th Street
Miami, Fl 33128
E-mail: j26408@miamidade.gov

HPF ASSOCIATES, INC.

Paul Abbott
13400 Running Water Rd.
Palm Beach Gardens, FL 33418
Ph.: 561-630-8284
Fax: 561-630-8285
Email: Ptgbht@aol.com

MIAMI DADE COUNTY PARKS & RECREATION

Edgar Lugo
111 NW 1st, Suite 2420
Miami, Florida 33128
Ph.: 305-755-7850
Fax: 305-755-7995
Email: LugoE@miamidade.gov

ABC

CONSTRUCTION

7215 NW 7 Street
Miami, Florida 33126
Tel: 305.663.0322
Fax: 305.267.2403

MIAMI DADE COUNTY
PARK & RECREATION

Byron Dowell

275 NW 2nd Street 4th Floor

Miami, Florida 33125

Ph.: 305-755-7810

Fax: 305-755-7995

Email: bdowell@miamidade.gov

ABC

CONSTRUCTION

STATEMENT OF QUALIFICATIONS

MAIN OFFICE
7215 NW 7th St.
Miami, Florida, 33126
Phone: (305) 663-0322
Fax: (305) 267-2403

BACKGROUND

ABC Construction Inc. was established in 1990 in the State of Florida. It has been dedicated to quality and has grown to become one of South Florida's best construction companies. Since its inception, ABC Construction has built some of the finest residences, commercial properties and government projects.

One of the most important attributes of this company is the referral received from clients and professionals. Jorge Gonzalez, President and General Contractor of the company states, "The most important part of my work is customer satisfaction. It is the root of our business" and "because of them, we have grown tremendously". The company does not advertise and its client and job base is almost strictly by word of mouth. "This is the best reward for a job well-done", says Mr. Gonzalez. "Without the approval and referral of my clients and colleagues", we would not be here today.

ABC Construction offers a broad range of construction services including high-end custom houses, medium and high rises, retails and commercial shopping centers, airport facilities, demolition, etc. Projects completed include residences built for discriminating clientele such as diplomats and professionals as well as projects in Miami International Airport under the supervision of Miami-Dade Aviation Department for the South and North Terminal Development Programs, renovations for the State of Florida, construction of parks and recreational centers with Miami-Dade County Parks and Recreations. From high-end and custom homes to commercial construction and demolition, ABC Construction, Inc. is one of the most reliable General Contractors in Florida. The company strives to make the project run smoothly from start to finish. Its attention to detail is obvious when walking into a residence or even a demolition project. The workplace is kept clean and the work is completed in a safe and timely manner. "All of these attributes are what have made ABC Construction, Inc. so successful all of these years".

ABC Construction is proven a construction company that has established a "can do it well and on time" reputation required of a modern company who partners with their subcontractors and clients. We are a fully licensed, insured, and bonded corporation with demonstrated financial resources, which pride ourselves in our performance in safety, environmental, quality standards, and project management.

Mission statement:

ABC Construction will provide quality products and services on time and on budget, while insuring a good working relationship with our subcontractors and clients.

KEY PERSONNEL

ABC Construction personnel incorporate a variety of backgrounds, each bringing distinct professional experience to the team. ABC Construction offers the client a balanced "pool" of project managers, field supervisors, and foreman who have experience in the work they manage. These managers provide support for the skilled workers who represent ABC Construction to the client on a day-to-day basis. These include equipment operators, mechanics, skilled laborers, carpenters, electricians, and plumbers, to name a few.

President - Jorge Gonzalez is a License General Contractor from the State of Florida since 1990. Mr. Gonzalez has extensive business management experience in a variety of business disciplines, including twenty years of construction experience, project management, field supervision, quality assurance and cost control, budgeting, financial reporting, and forecasting, marketing and staff supervision.

Office Manager - Laura Gonzalez has twelve years of administrative/management experience, including twelve years of construction experience. Mrs. Gonzalez is responsible for the day-to-day interface with staff, project leads, vendors, and all levels in the public, private and government sector. She manages the accounting and finance, payment requisitions, administrative requirements from employees, insurance, bonds, coordination with DBE and CSBE programs.

Lead Estimator - Jorge Gonzalez has more than twenty years of experience in construction of custom houses and residences & Commercial. Mr. Gonzalez is leading the preconstruction department, and has extensive experience in contract bidding and negotiation with clients.

Project Manager / Superintendent - Hertha Korn has several years of diversified engineering experience, including project management, project cost and scheduling, construction inspection, quality control and quality assurance, safety management. For the past two years Hertha Korn has successfully completed all landside and airside projects built at Miami International Airport.

Assistant Administrative Officer - Janina Arellano has more than ten years of administrative experience. Mrs. Arellano is in charge of processing all project documentation, administration and bookkeeping.

Field Site Supervisor - Pablo Arcia has over ten years of field construction experience in supervision and personnel management. Mr. Arcia has built end custom houses high rise framing, drywall, finishes and interiors, schools, parks and airport interior finish packages. Mr. Arcia is a master drywall and interiors installer.



miamidade.gov

Internal Services Department
Small Business Development
111 NW 1 Street, 19th Floor
Miami, Florida 33128
T 305-375-3111 F 305-375-3160

December 11, 2014

CERT. NO: 37
Approval Date: 11/30/2014 CSBE Level 3
Expiration Date: 11/30/2017

Mr. Jorge Gonzalez
ABC CONSTRUCTION, INC.
7215 NW 7th St
Miami, FL 33126

Dear Mr. Gonzalez:

Miami Dade County Small Business Development (SBD), a division of the Internal Services Department (ISD) has completed the review of your application and attachments submitted for certification. Your firm is officially certified as a Miami Dade County Community Small Business Enterprise (CSBE) in accordance with section 10-33-02 of the code of Miami Dade County.

This CSBE certification is valid for three years provided that you submit a "Continuing Eligibility Affidavit" on or before your anniversary date of November 30 for the first and second year of the three year period. The affidavit must indicate any changes or no changes in your firm pertinent to your certification eligibility. The submittal of a "Continuing Eligibility Affidavit" annually with specific supporting documents on or before your Anniversary Date is required to maintain the three year certification. You will be notified of this responsibility in advance of the Anniversary Date. Failure to comply with the said responsibilities may result in immediate action to decertify the firm. Pursuant to the applicable section of the code as listed above, "once your firm has been decertified, your firm shall not be eligible to re-apply for certification for twelve (12) months from the time of the decertification."

If, at any time, there is a material change in the firm, including, but not limited to, ownership, officers, director, scope of work being performed, daily operations, affiliation(s) with other businesses or the physical location of the firm, you must notify this office, in writing, within (30) days. Notification should include supporting documentation. You will receive timely instructions from this office as to how you should proceed, if necessary. This letter will be the only approval notification issued for the duration of your firm's three years certification. If the firm attains graduation or becomes ineligible during the three year certification period you will be properly notified following an administrative process that your firm's certification has been removed pursuant to the code.

Your company is certified in the categories as listed below affording you the opportunity to bid and participate on contracts with goals. Please note that the categories listed are very general and are used only to assist our customers in searching the directory for certified firms to meet contract goals. You can find the firm's up-to-date certification profile as well as all other certified firms on the Miami Dade County Internal Services Department, Small Business Development Certified Firms' Directory at the website: <http://www.miamidade.gov/business/business-certification-programs.asp>.

Thank you for doing business with Miami Dade County

Sincerely,

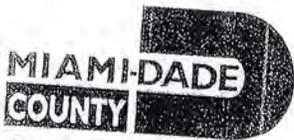
Gary Hartfield, Division Director
Small Business Development Division

- CATEGORIES. (Your firm may bid or participate on contracts only under these categories)
- NEW SINGLE FAMILY HOUSING CONSTRUCTION (EXCEPT OPERATIVE BUILDERS) (CSBE)
 - NEW MULTIFAMILY HOUSING CONSTRUCTION (EXCEPT OPERATIVE BUILDERS) (CSBE)
 - NEW HOUSING OPERATIVE BUILDERS (CSBE)
 - RESIDENTIAL REMODELERS (CSBE)
 - INDUSTRIAL BUILDING CONSTRUCTION (CSBE)
 - COMMERCIAL AND INSTITUTIONAL BUILDING CONSTRUCTION (CSBE)

Veronica Clark, SBD

Mr. Gonzalez
ABC CONSTRUCTION, INC.
December 11, 2014
Cert No. 37

Laurie Johnson, SBD



Carlos A. Gimenez, Mayor

November 29, 2012

Department of Regulatory and Economic Resources
Small Business Development
111 NW 1 Street, 19th Floor
Miami, Florida 33128
T 305-375-3111 F 305-375-3160

Mr. Jorge Gonzalez
ABC CONSTRUCTION, INC.
7215 NW 7th St
Miami, FL 33126

Anniversary Date: November 29

Dear Mr. Gonzalez:

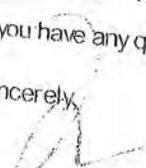
The Miami Dade County Small Business Development (SBD) under Business Affairs, a division of Regulatory and Economic Resources Department (RER), is pleased to notify you of your firm's continuing eligibility as a Disadvantaged Business Enterprise (DBE) under the Florida Unified Certification Program (UCP) in accordance with 49 CFR Part 23 and 26. Your firm is certified in the categories listed below.

Your DBE certification is continuing from the Anniversary Date listed above, contingent upon your firm maintaining its eligibility annually through this office. You will be notified of your annual responsibilities in advance of the Anniversary Date. You must submit the annual AFFIDAVIT FOR CONTINUING ELIGIBILITY no later than the Anniversary Date to maintain your eligibility. Your firm will be listed in Florida's UCP DBE Directory, which can be accessed through the Florida Department of Transportation's website www.dot.state.fl.us/equalopportunityoffice and then selecting "DBE Directory."

If, at any the time, there is a material change in your firm, you must advise this office, by sworn affidavit and supporting documentation, within thirty (30) days. Changes include, but are not limited to, ownership, officers, directors, management, key personnel, scope of work performed, daily operations, on-going business relationships with other firms or individuals or the physical location of your firm. After our review, you will receive instructions as to how you should proceed, if necessary. Failure to do so will be deemed a failure on your part to cooperate and will result in action to remove DBE certification.

If you have any questions or concerns, you may contact our office at 305-375-3111

Sincerely,


Sheri McGriff, Business Support Services, Director
Small Business Development

CATEGORIES: (Your firm may bid or participate on contracts only under these categories)

- Commercial And Institutional Building Construction
- Industrial Building Construction
- New Housing Operative Builders
- New Multifamily Housing Construction (Except Operative Builders)
- New Single-Family Housing Construction (Except Operative Builders)
- Plumbing, Heating, And Air-Conditioning Contractors
- Poured Concrete Foundation And Structure Contractors
- Residential Remodelers
- Site Preparation Contractors
- Structural Steel And Precast Concrete Contractors
- Water And Sewer Line And Related Structures Construction

cc: Veronica Clark, RER, SBD

Florida UCP DBE Directory
Vendor Profile

As Of: 01/28/2016

Vendor Name: ABC CONSTRUCTION INC

Certification: DBE

Former Name:

Business Description: GENERAL CONTRACTOR

Mailing Address:
7215 NW 7TH STREET
MIAMI, FL 33126-

Physical Address:
7215 NW 7TH STREET
MIAMI FL 33126-

District: 06 County: DADE

Website:

Contact Name: JORGE GONZALEZ
Contact Email: JGONZALEZ@ABCCONSTRUCTION.CC

Phone: (305) 663-0322

Fax: (305) 267-2403

Current DBE Certification: Certified Certifying Member: Miami-Dade County
ACDBE Status: N
Statewide Availability: N

Certified NAICS

- 236115 - New Single-Family Housing Construction (except For-Sale Builders)
- 236116 - New Multifamily Housing Construction (except For-Sale Builders)
- 236117 - New Housing For-Sale Builders
- 236118 - Residential Remodelers
- 236210 - Industrial Building Construction
- 236220 - Commercial and Institutional Building Construction
- 237110 - Water and Sewer Line and Related Structures Construction
- 238110 - Poured Concrete Foundation and Structure Contractors
- 238120 - Structural Steel and Precast Concrete Contractors
- 238910 - Site Preparation Contractors

Specialty Areas

Concrete Sidewalk
Office Building, Shop/warehouse
Storage Facility, Building Addition
Toll & Service Plaza Facilities

Available Work Counties

87-MIAMI-DADE 90-MONROE

Available Work Districts

06

SURETY COMPANY & AGENT INFORMATION

SURETY COMPANY

The Guarantee Company of North America USA
One Town Square, Suite 1470
Southfield, Michigan 48075
Ph.: 247-281-0281 / Fax: 248-750-0431

AGENT INFORMATION

Nielson, Hoover & Associates, Inc
8000 Governors Square Blvd. Suite 101
Miami Lakes, FL 33016
Ph.: 305-722-2663 / Fax: 305-558-9650
Contact Person: Charles Nielson

TRADE REFERENCES

COMPANY NAME	PHONE
HUGHES SUPPLY	305-477-3045
TAMIAMI RENTALS	305-262-1020
RAMON CARPET & FLOORING	305-554-9007
ADONEL CONCRETE	305-392-5416 Ext # 131
PEOPLE'S PLUMBING	305-885-7473
FLORIDA DEMOLITION	305-333-1109
FPG WHOLESale	305-266-2296
PROGLASS SYSTEMS	305-639-2634
STATEWIDE ELECTRICAL	305-592-6965

BANK REFERENCES

REGIONS BANK ANDREA ABUCHAIBE 305-262-1479
BANK UNITED AIMEE LEWINTER 305-712-2888
TD BANK, NA PABLO PINO 305-724-4888

BONDING COMPANY

THE GUARANTEE COMPANY
OF NORTH AMERICA USA 1 866-403-2944

BONDING AGENT

NIELSON, HOOVER & ASSOCIATES CHARLES NIELSON 305-822-7800

EQUIPMENT LIST

- TOYOTA FORKLIFT
- 2008 CATERPILLAR ASPHALT COMPACTOR
 - 2008 CATERPILLAR SKID STEER LOADER
 - 2007 CATERPILLAR TELESCOPIC HANDLER
 - 2007 CURBMAKER
 - 2008 GOLF CART
 - 2008 GENERATOR
 - 2008 GENIE GS-2032 SELF PROPELLED SCISSOR LIFT
 - 2006 GENIE S-60 SELF PROPELLED TELESCOPIC BOOM
 - 2006 GENIE GS-1930 GS3006B078556 LIFT
 - 2011 CATERPILLAR HYDRAULIC MINI EXCAVATOR
 - 2014 CATERPILLAR 924K WHEEL LOADER
 - 2014 CATERPILLAR BACKHOE LOADER Fork & Bucket 420
 - 2014 CATERPILLAR TRACK TYPE TRACTOR D3K
 - 2012 SUL / 200HDPQCAT Diesel Eng Portable Compressor W/Trailer
Seal Kit #39345 & Joystick 2 Axis, Deutsch & Seal Kit Rotator
 - 2015 CATERPILLAR 326 FL-WGL00302



Miami-Dade Aviation Department
 P.O. Box 025504
 Miami, Florida 33102-5504
 T 305-876-7000 F 305-876-0948
 www.miami-airport.com

miamidade.gov

Commercial Airport:
 Miami International Airport

General Aviation Airports:
 Dade-Collier Training & Transition
 Homestead General
 Kendall-Tamiami Executive
 Opa-locka Executive

To Whom It May Concern:

ABC Construction, Inc. was the General Contractor for the Miami Dade Aviation Department [MDAD] responsible for the construction of the: Fire Alarm and Fire Sprinkler System Concourses D-H at the front counters at Miami International Airport [MIA]. This company successfully completed this highly complicated project without interrupting the passenger traffic and/or airport operations during the construction phase. In addition, this company is currently working on the Life Safety Master Plan Implementation project, which entails the installation of Fire Sprinklers and Fire Alarm devices throughout Concourses D – H at Miami International Airport.

As a representative of MDAD, I can confidently state that ABC Construction, Inc. is a very cooperative and service oriented company with professional staff members that have a superb knowledge of the construction industry standards. They have always been responsive to the needs of the Department whilst extremely instrumental in resolving and expediting the resolution of project issues during the construction, contract close-out and warranty phases.

Should you require additional information pertaining to this matter, please do not hesitate to contact me at [305] 869-1258 or my e-mail address at RWRODRIGUEZ@miami-airport.com

Respectfully yours,

Roberto Rodriguez, Architect, Project Manager
 Miami Dade Aviation Department
 Facilities Maintenance Division



Miami-Dade Aviation Department

P.O. Box 025504

Miami, Florida 33102-5504

T 305-876-7000 | F 305-876-0948

www.miami-airport.com

miamidade.gov

Commercial Airport:

Miami International Airport

General Aviation Airports:

Dade County Training & Transition

Homestead General

General Aviation Center

North Dade Executive

Re: Letter of Reference

To Whom It May Concern:

ABC Construction, Inc. was the prime contractor for the Miami Dade Aviation Department for the following projects:

- Fire Alarm and Fire Sprinkler System Mia Terminal D-H
- MIA Back Terminals D-H Life Safety Upgrades, Phase I.

ABC Construction, Inc. was instrumental in the success of these projects. They were responsive to the Miami Dade Aviation Department needs and were always willing to help in resolving any issues and expediting the completion of the projects. The firm performed in a more than satisfactory manner and I hereby recognized their good work on the subject projects based on experiences with the firm as the project manager for these projects.

In my opinion they are dependable and efficient.

Very truly yours,

Tyrone D. Browne
Airport City Project Manager



miamidade.gov

Parks, Recreation and Open Spaces

275 N.W. 2nd Street

Miami, Florida 33128

T 305-755-7932 F 305-755-7995

Re: Letter of Reference

To Whom It May Concern:

ABC Construction, Inc. was the prime contractor for the Miami-Dade Park & Recreation Department (MDPR) for the following Projects: Ives Estates Park - Youth Ballfield Complex project, Haulover Park - Four New Bathrooms, Eureka Villa / Bird Lakes.

ABC Construction, Inc. was instrumental in the success of these projects. They were responsive to the MDPR's needs and were always willing to help in resolving any issues and expediting the completion of these projects. The firm performed in a more than satisfactory manner and I hereby recognized their good work in the subject projects based in my experiences with the firm as the project manager/supervisor for these projects.

Very truly yours,

A handwritten signature in black ink, appearing to read "Joel Arango", written over a horizontal line.

Joel Arango
Construction Management Services Section Head
Project Manager Division

**AFFIRMATIVE ACTION POLICY
FOR
EQUAL EMPLOYMENT & SUBCONTRACTOR OPPORTUNITY**

Affirmative Action / Equal Employment & Subcontractor Opportunity - Policy Statement

It is the policy of **ABC Construction, Inc.** to base its hiring and promotions on merits, qualifications and competency and that its personnel practices will not be influenced by applicant's or employee's race, color, place of birth, religion, national origin, sex, age, marital status, veteran and handicapped status.

One of the management duties of all principles at **ABC Construction, Inc.** is to ensure that the following personnel practices are being satisfied:

- 1- Take every necessary affirmative action to attract and retain qualified employees & Subcontractors regardless of race, color, place of birth, religion, national origin, sex, age, marital status, veteran and handicapped status.
- 2- Maintain equitable principles in the recruitment, hiring, training, compensation and promotion of employees & Subcontractors.
- 3- Monitor and review personnel practices to guarantee that equal opportunities are being provided to all employees & Subcontractors, regardless of race, color, place of birth, religion, national origin, sex, age, marital status, veteran and handicapped status.

ABC Construction, Inc. is committed to take affirmative action and aggressively pursue activities that will serve to enable all employees & Subcontractors and applicants' opportunities available throughout this organization.

Clearly, the above actions cannot be accomplished as a secondary duty for any individual, despite the full support of management, and so, to monitor our efforts. **ABC Construction, Inc.** has the president as Affirmative action Director to monitor all the activities of this program.

Employees may contact Jorge Gonzalez at 305-663-0322 regarding this Affirmative Action Policy.

Name and Title: Jorge Gonzalez/President

JORGE GONZALEZ

PRINCIPAL IN CHARGE

ABC

CONSTRUCTION

EXPERIENCE

Jorge Gonzalez brings more than twenty years experience in construction and construction management in planning, organizing and directing a construction firm. Jorge is specifically skilled in leading a team of professional staff members in developing and constructing projects. Jorge is involved from start to finish in every bid/proposal leading up to the awarded project. He selects team members, works closely with the client on all contract documents, including any general and special conditions, supplying labor, materials, equipment and services needed.

PROJECTS

- Crandon Park Marina Entrance, Parking & Dock Gates.
- South Campus Soccer Field.
- LAN Cargo Bldg. 710 Phase II Cooler Expansion MIA.
- MIA Bldg. 861 Hangar 7 & Bldg. 862 Hangar 6 Upgrade.
- MIA Back Terminal D-H LSMP Safety Phase I.
- MGC-MIA Concourse F Stainless Steel Columns.
- Metromovers Escalator Covers & Replacement.
- Gas Pipe Between Landfill & Cogen BLDG. @ SDWWTP.
- Engine 5 With the East Pump Room
- Sewage pump station # 0522 control room & addition.
- MIA Front Terminal D-H Fire Sprinkler Safety Upgrade .
- Shenandoah branch library .
- Security Enhancement Project @ Opa-Locka.
- Ives Estate Park
- New Prototype Branch Library @ International Mall .
- Haulover Park - Four New Bathrooms .

EDUCATION

- Florida International University Bachelor Degree, Business Administration
- Miami-Dade Community College
- Coral Gables Senior High School

LANGUAGES

Fluent in English and Spanish

EXPERIENCE YEARS

23 YEARS

TYPE OF WORK

GENERAL CONSTRUCTION SERVICES
(COMMERCIAL, INDUSTRIAL AND
RESIDENTIAL)

COST RANGE

\$0-\$40M

IN WHAT CAPACITY

PRINCIPAL IN CHARGE/PROJECT
MANAGER.

CERTIFICATION

STATE OF FLORIDA -- CERTIFIED:

- GENERAL CONTRATOR.
- PLUMBING CONTRTOR
- HOME INSPECTOR

HERTHA M. KORN

PROJECT MANAGER

ABC

CONSTRUCTION

EXPERIENCE

Over ten years of estimating, Project management and supervising in the construction field. Experience in commercial, residential and special construction such as midrise condominium, hotels; Banks, Restaurants, Retail spaces, Synagogues and residential.

PROJECTS

- Metromover Escalator Covers & Replacement
- Island Breeze Condominium
- Temple Beth Orr Renovation
- Chabad of Plantation
- Stadium Corners Shopping Mall
- Villa Toscana.
- Signage Prop at Miami International Airport
- INS Pass, 732 J, Café Versailles at Miami International Airport
- Rey's Pizza Restaurants
- Miami Springs Country Club Remodeling
- Commerce Bank Tamiami Branch.
- Doral Meadow Park
- City Hall of Doral
- WAMU Sheridan
- WAMU Bank Alhambra Coral Gables
- WAMU Bank Brickell Bay View
- WAMU Bank Offices at Brickell Key

EDUCATION

Universidad Albert Einstein. San Salvador, El Salvador.
Bachelor's Degree in Architecture. Graduated in March 1992.
Colegio Sagrado Corazon (Sacred Heart School). San Salvador, El Salvador. 1970-1983.

LANGUAGES

Fluent in English and Spanish

EXPERIENCE YEARS

10 YEARS

TYPE OF WORK

PROJECT MANAGER.

COST RANGE

\$0-\$40M

CERTIFICATION

- BACHELOR'S DEGREE IN ARCHITECTURE

PABLO ARCIA
SUPERINTENDENT

ABC
CONSTRUCTION

EXPERIENCE

- Construction Supervisor, involved in all aspects of construction, including inspector relations, along with proper organization of subcontractors and finished work, ability to read and interpret engineering and architectural plans and specifications, strong leadership ability and communications skills, experience and ability to coordinate punch out, construction experience in state projects and building for Miami Dade Park and Rec and Miami Aviation Department.

PROJECTS

- LAN CARGO BLDG. 710 PHASE II COOLER EXPANSION MIA.
- OPTIMIST PARK NEW CLUB
- CAA REGIONAL HEAD STAR CENTER @ ARCOLA LAKES
- MIA BACK TERMINAL D-H LSMP SAFETY PHASE I.
- GAS PIPE BETWEEN LANDFILL & COGEN BLDG. @ SDWWTP.
- ENGINE 5 WITH THE EAST PUMP ROOM
- SEWAGE PUMP STATION # 0522 CONTROL ROOM & ADDITION.
- MIA FRONT TERMINAL D-H FIRE SPRINKLER SAFETY UPGRADE .
- SHENANDOAH BRANCH LIBRARY .
- NEW PROTOTYPE BRANCH LIBRARY @ INTERNATIONAL MALL .
- PEDESTRIAN OVERPASS AT UNIVERSITY METRO RAIL STATION
- JOSEPH CALEB CENTER
- METROMOVER ESCALATOR COVER REPLACEMENT

LANGUAGES

Fluent in English and Spanish

EXPERIENCE YEARS

15 YEARS

TYPE OF WORK

SUPERINTENDENT.

COST RANGE

\$0-\$20M



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/02/16

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hemisphere Insurance Group 11401 SW 40 St Ste 340 Miami, FL 33165 Phone (305) 501-2801 Fax (305) 553-9010		CONTACT NAME: PHONE (A/C, No, Ext): (305) 501-2801 FAX (A/C, No): (305) 553-9010 E-MAIL ADDRESS: hemisphereinsgrp@aol.com	
INSURED ABC CONSTRUCTION INC 7215 NW 7 ST MIAMI, FL 33126 (305) 663-0322		INSURER(S) AFFORDING COVERAGE	
		INSURER A: FWCJUA - TRAVELERS	NAIC # 02520
		INSURER B: JAMES RIVER INS COMPANY	13685
		INSURER C: COVINGTON SPECIALTY INS COMPANY	13027
		INSURER D: HOMELAND INSURANCE COMPANY	34452
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDLSUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIABILITY <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	00071230-0	04/14/2016	04/14/2017	EACH OCCURRENCE \$ 1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000.00 MED EXP (Any one person) \$ 5,000.00 PERSONAL & ADV INJURY \$ 1,000,000.00 GENERAL AGGREGATE \$ 2,000,000.00 PRODUCTS - COMP/OP AGG \$ 1,000,000.00 POLLUTION LIMIT \$ 1,000,000.00 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> <input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y	00071231-0	04/14/2016	04/14/2017	EACH OCCURRENCE \$ 5,000,000.00 AGGREGATE \$ 5,000,000.00 \$ <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000.00 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000.00 E.L. DISEASE - POLICY LIMIT \$ 1,000,000.00
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N / A	6FR13UB-9F40871-1-15	12/19/2015	12/19/2016	E.L. EACH ACCIDENT \$ 1,000,000.00 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000.00 E.L. DISEASE - POLICY LIMIT \$ 1,000,000.00
D	POLLUTION/ENVIRONMENTAL		793-00-28-14-0000	06/01/2016	06/01/2017	\$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

NORTH BAY VILLAGE
1666 KENNEDY CAUSEWAY
NORTH BAY VILLAGE, FL 33141

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/27/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	ILEANA CABRERA-RODRIGUEZ INS. AGENCY INC. 1925 PONCE DE LEON BLVD. CORAL GABLES, FL 33134	CONTACT NAME:		
		PHONE (A/C. No. EX):	305-529-9966	FAX (A/C. No.): 305-529-2856
		E-MAIL ADDRESS:		
INSURED	ABC CONSTRUCTION 7215 NW 7TH ST MIAMI, FL 33126	INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: State Farm Mutual Automobile Insurance Company		25178
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES

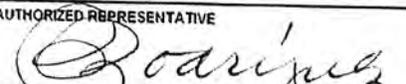
CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			C14 5625-B01 C65 3744-B01 025 6901-B01 035 3117-B01	08/01/2016 08/01/2016 08/01/2016 08/01/2016	02/01/2017 02/01/2017 02/01/2017 02/01/2017	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below.						PER STATUTE	OTH-ER
							E L EACH ACCIDENT	\$
							E L DISEASE - EA EMPLOYEE	\$
							E L DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER NORTH BAY VILLAGE 1666 KENNEDY CAUSEWAY NORTH BAY VILLAGE, FL 33141	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

ORDINANCE NO. _____

AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RELATING TO INCREASE IN THE WHOLESALE WATER RATES CHARGED TO THE VILLAGE BY MIAMI-DADE COUNTY, AMENDING SECTION 51.04(D) OF VILLAGE CODE TO PROVIDE THAT ANY PASS THROUGH INCREASE TO THE UTILITY CUSTOMERS BE APPROVED BY THE VILLAGE COMMISSION; PROVIDING FOR CONFLICT, CODIFICATION, SEVERABILITY; AND AN EFFECTIVE DATE. (INTRODUCED BY COMMISSIONER RICHARD CHERVONY)

WHEREAS, the City Commission adopted Ordinance No. 2008-19 on September 25, 2008 granting the Village Administration the authority to charge the utility customers for the cost of the increase to the Village by Miami-Dade County Water and Sewer Department for wholesale water purchase, which results in an increase in the water and sewer bills; and

WHEREAS, the Village Commission desires to evaluate any such future increases to make a determination as to whether or not the cost would be passed through to the Village's utility customers.

BE IT ENACTED BY THE COMMISSION OF NORTH BAY VILLAGE AS FOLLOWS:

Section 51.04(D) of the Village Code is amended to read as follows:

Section 1: Section 51.04 Minimum monthly water service charge; amount of water allowed without service charge.

(D) Upon notification to the Village by Miami Dade County Water and Sewer Authority of an increase to its wholesale customers, the Village Manager shall so notify the Village Commission. The Village Commission shall determine if the meter rate charged under this Chapter shall be increased proportionately to the increase in the rate charged to the City Village; thereby and therefore the increasing the meter rate shall increase on the same percentage basis as the rate charged by Miami Dade County. Hereinafter, all increases from Miami Dade County will be proportionately assessed by the City of North Bay Village without further action from the Commission. Any increases not consistent with Miami Dade County charges will still require Commission approval. Proper notification of the amount and reason for any such increase shall be furnished to the customers.

Section 2: All Ordinances or parts of Ordinance in conflict herewith be and the same are hereby repealed.

Section 3: This Ordinance shall take effect upon its passage in accordance with law.

Section 4. Conflicts. All ordinances or resolutions or parts of ordinances or resolutions in conflict with the provisions of this Ordinance are hereby repealed.

Section 5. Codification. This Ordinance shall be codified and become part of the North Bay Village Code. The sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

Section 6. Severability. If any section, clause, sentence, or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 7. Effective Date. This Ordinance shall take effect immediately upon enactment.

A motion to approve the foregoing Ordinance on first reading was offered by _____; seconded by _____.

The Votes were as follows:

Mayor Connie Leon-Kreps	_____
Vice Mayor Jorge Gonzalez	_____
Commissioner Richard Chervony	_____
Commissioner Andreana Jackson	_____
Commissioner Eddie Lim	_____

A motion to enact the foregoing Ordinance was offered by _____; seconded by _____.

FINAL VOTES AT ADOPTION:

Mayor Connie Leon-Kreps _____
Vice Mayor Jorge Gonzalez _____
Commissioner Richard Chervony _____
Commissioner Andreana Jackson _____
Commissioner Eddie Lim _____

DULY PASSED AND ADOPTED this ____ day of _____ 2016.

Connie Leon-Kreps
Mayor

ATTEST:

Yvonne P. Hamilton, CMC
Village Clerk

**APPROVED AS TO FORM FOR THE USE OF
NORTH BAY VILLAGE ONLY:**

Village Attorney
Robert L. Switkes & Associates, P.A.

North Bay Village Ordinance: Miami Dade County Wholesale Water & Sewer increase-Section 51.04(D)



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

MEMORANDUM

North Bay Village

DATE: October 17, 2016

TO: Yvonne P. Hamilton, CMC
Village Clerk

FROM: 
Dr. Richard Chervony
Commissioner

SUBJECT: Introduction of Ordinance

Pursuant to Section 3.08 of the Village Charter, I hereby introduce the following Ordinance:

AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RELATING TO INCREASE IN THE WHOLESALE WATER RATES CHARGED TO THE VILLAGE BY MIAMI-DADE COUNTY, AMENDING SECTION 51.04(D) OF VILLAGE CODE TO PROVIDE THAT ANY PASS THROUGH INCREASE TO THE UTILITY CUSTOMERS BE APPROVED BY THE VILLAGE COMMISSION; PROVIDING FOR CONFLICT, CODIFICATION, SEVERABILITY; AND AN EFFECTIVE DATE.

Accordingly, please place the item on the next available agenda.

RC/yph

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Andreana Jackson

Commissioner
Eddie Lim

ORDINANCE NO. _____

AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RELATING TO INCREASE IN RATES CHARGE TO THE VILLAGE BY MIAMI-DADE COUNTY FOR SOLID WASTE DISPOSAL, AMENDING SECTION 94.08(F) OF VILLAGE CODE TO PROVIDE THAT PASS THROUGH OF THESE COSTS TO UTILITY CUSTOMERS MUST BE APPROVED BY THE VILLAGE COMMISSION; PROVIDING FOR CONFLICT, CODIFICATION, SEVERABILITY; AND AN EFFECTIVE DATE. (INTRODUCED BY COMMISSIONER RICHARD CHERVONY)

WHEREAS, the City Commission adopted Ordinance No. 2008-18 on September 25, 2008 granting the Village Administration the authority to charge the utility customers the cost for any increase in waste disposal rates to the Village by Miami-Dade County Solid Waste Management for disposal fees, without approval of the Commission; and

WHEREAS, the Village Commission desires to evaluate any such future increases and make a determination as to whether or not the cost would be passed through to the Village's solid waste customers.

BE IT ENACTED BY THE COMMISSION OF NORTH BAY VILLAGE AS FOLLOWS:

Section 94.18 Schedule of Waste Collection and Disposal Fees, Records to be kept.

Section 1: Section 94.18(f) of the Village Code is hereby amended to read as follows:

(f) Upon notification to the Village by Miami Dade County Solid Waste Management of an increase in the waste collection and disposal fees, the Village Manager shall so notify the Village Commission. The Village Commission shall determine if the waste collection and disposal fees charged under this Chapter shall be increased proportionately to the increase in the rate charged to the City Village; thereby and therefore the increasing the rate shall increase on the same percentage basis as the rate charged by Miami Dade County. Hereinafter, all increases from Miami Dade County will be proportionately assessed by the City of North Bay Village without further action from the Commission. Any increases not consistent with Miami Dade County charges will still require Commission approval. Proper notification of the amount and reason for any such increase shall be furnished to the customers.

Section 2: All Ordinances or parts of Ordinance in conflict herewith be and the same are hereby repealed.

Section 3: This Ordinance shall take effect upon its passage in accordance with law.

Section 4. Conflicts. All ordinances or resolutions or parts of ordinances or resolutions in conflict with the provisions of this Ordinance are hereby repealed.

Section 5. Codification. This Ordinance shall be codified and become part of the North Bay Village Code. The sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions, and the word “ordinance” may be changed to “section,” “article,” or other appropriate word.

Section 6. Severability. If any section, clause, sentence, or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 7. Effective Date. This Ordinance shall take effect immediately upon enactment.

A motion to approve the foregoing Ordinance on first reading was offered by _____; seconded by _____.

The Votes were as follows:

Mayor Connie Leon-Kreps	_____
Vice Mayor Jorge Gonzalez	_____
Commissioner Richard Chervony	_____
Commissioner Andreana Jackson	_____
Commissioner Eddie Lim	_____

A motion to enact the foregoing Ordinance was offered by _____; seconded by _____.

FINAL VOTES AT ADOPTION:

Mayor Connie Leon-Kreps _____
Vice Mayor Jorge Gonzalez _____
Commissioner Richard Chervony _____
Commissioner Andreana Jackson _____
Commissioner Eddie Lim _____

DULY PASSED AND ADOPTED this ____ day of _____ 2016.

Connie Leon-Kreps
Mayor

ATTEST:

Yvonne P. Hamilton, CMC
Village Clerk

**APPROVED AS TO FORM FOR THE USE OF
NORTH BAY VILLAGE ONLY:**

Village Attorney
Robert L. Switkes & Associates, P.A.

North Bay Village Ordinance: Miami Dade County Solid Waste Management-Waste Collection and Disposal Fees.



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

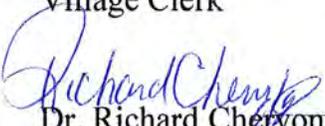
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

MEMORANDUM

North Bay Village

DATE: October 17, 2016

TO: Yvonne P. Hamilton, CMC
Village Clerk

FROM: 
Dr. Richard Chervony
Commissioner

SUBJECT: Introduction of Ordinance

Pursuant to Section 3.08 of the Village Charter, I hereby introduce the following Ordinance:

AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RELATING TO INCREASE IN RATES CHARGE TO THE VILLAGE BY MIAMI-DADE COUNTY FOR SOLID WASTE DISPOSAL, AMENDING SECTION 94.08(F) OF VILLAGE CODE TO PROVIDE THAT PASS THROUGH OF THESE COSTS TO UTILITY CUSTOMERS MUST BE APPROVED BY THE VILLAGE COMMISSION; PROVIDING FOR CONFLICT, CODIFICATION, SEVERABILITY; AND AN EFFECTIVE DATE.

Accordingly, please place the item on the next available agenda.

RC/yph

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Andreana Jackson

Commissioner
Eddie Lim

ORDINANCE NO. _____

AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 152, SECTION 152.112 OF THE ZONING CODE, TO INCLUDE THE RM-40 AND RM-70 ZONING DISTRICTS AS AREAS SUBJECT TO THE VILLAGE'S VACATION RENTAL REGULATIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE VILLAGE CODE; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY MAYOR CONNIE LEON-KREPS)

WHEREAS, the 2014 Florida Legislature enacted Senate Bill 356 (Florida Chapter 2014-71, Laws of Florida) (hereafter "SB 356") which provided that a local law, ordinance, or regulation adopted after June 1, 2011 may not prohibit short-term vacation rentals or regulate the duration or frequency of rental of vacation rentals; and

WHEREAS, in April 12, 2016, North Bay Village adopted Ordinance No. 2016-005, creating a Vacation Rental License Program to regulate short-term vacation rentals; and

WHEREAS, the regulations pursuant to Ordinance 2016-005 only regulates single family dwellings in Village areas zoned RS-1 and RS-2 because the majority of the short-term vacation rental complaints received by the Village were from single-family neighborhoods at the time the Ordinance was adopted; and

WHEREAS, some residences are located in condominiums, apartments, and other buildings that are governed by associations that manage and operate the community and enforce its rules and regulations; and

WHEREAS, Chapter 718, Florida Statutes (the Florida Condominium Act) contains provisions protecting the rights of unit owners, including the unit owner's rights to elect directors, have an annual meeting, receive advance notice of all association meetings, committee meetings, and board of directors' meetings, and the right to attend and speak at meetings; and

WHEREAS, the Village encourages residential condominium, apartment, and building associations/managers to adopt rules and regulations to regulate short-term vacation rentals within their premises, and the Village understands that some of these condominium, apartment, and building residences may not have adopted rules and regulations that regulate short-term vacation rentals within their premises and community; and

WHEREAS, the Village now seeks to regulate certain unregulated residential condominium, apartment, and building dwelling units in the Village Areas zoned RM-40 and RM-70, in order to protect the health, safety, and general welfare of North Bay Village residents.

NOW, THEREFORE, BE IT ENACTED BY THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1: Recitals Adopted. Each of the above stated recitals is true and correct and incorporated herein by this reference.

Section 2: Village Code Amended. Chapter 152 – Zoning of the North Bay Village Code of Ordinances is hereby amended to read as follows:

* * *

VACATION RENTAL LICENSE PROGRAM

GENERAL PROVISIONS

§152.112.01 PURPOSE.

The purpose of this subchapter, Section 152.112, is to promote public health, safety, welfare and convenience through regulations and standards for short-term vacation rental properties by providing:

- (A) for a vacation rental license;
- (B) for safety and operational requirements;
- (C) for parking standards;
- (D) for solid waste handling and containment;
- (E) for licensure requiring posting of vacation rental information;
- (F) for administration, penalties and enforcement.

§152.112.02 DEFINITIONS.

For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

VILLAGE. North Bay Village, Florida, as geographically described in its Charter.

HABITABLE ROOM. A room or enclosed floor space used or intended to be used for living or sleeping purposes, excluding kitchens, bathrooms, shower rooms, water closet compartments, laundries, pantries, foyers, connecting corridors, closets and storage space.

OCCUPANT. Any person who occupies, either during the day or overnight, a Vacation Rental.

TRANSIENT PUBLIC LODGING ESTABLISHMENT. Any unit, group of units, dwelling, building or group of buildings within a single complex of buildings which is rented to guests more than three times in a calendar year for periods of less than 30 days or 1 calendar month, whichever is less, or which is advertised or held out to the public as a place regularly rented to guests.

VACATION RENTAL. Any individually or collectively owned single- or multi-family house or dwelling unit that is also a transient public lodging establishment, and is located in an area zoned RS-1 and RS-2 and any individually or collectively owned residential condominium, apartment, or building dwelling unit that is also a transient public lodging establishment in the Village Areas zoned RM-40 and RM-70 that are located in a residential building or community that has not adopted rules, regulations, or provisions regulating the dwelling unit's use of transient public lodging establishments.

VACATION RENTAL REPRESENTATIVE. A Vacation Rental property owner, or his/her authorized designee, as identified in the application for a Village Vacation Rental license.

VACATION RENTAL LICENSE

§ 152.112.010 LICENSE REQUIRED.

After July 1, 2016, an active Vacation Rental license shall be required to operate a Vacation Rental within the Village, except that Vacation Rental's in Village areas zoned RM-40 and RM-70 require a Vacation license only after February 9, 2017. After July 1, 2016, ~~only~~ Vacation Rentals in Village areas zoned RS-1 and RS-2 must holding an active Vacation Rental license issued by North Bay Village may to operate within the Village; and after February 9, 2017 all Vacation Rentals must hold an active Vacation Rental license issued by North Bay Village to operate within the Village. A separate Vacation Rental license shall be required for each Vacation Rental, as defined in Section 152.112.02.

§ 152.112.011 APPLICATION FOR VACATION RENTAL LICENSE.

(A) A property owner seeking initial issuance of a Vacation Rental license, or the renewal, or modification of a Vacation Rental license, shall submit to the Village a completed Vacation Rental license application in a form promulgated by the Village, together with an application fee in an amount set by resolution of the Village Commission.

(B) A complete application for the initial issuance, or renewal, or modification, of a Vacation Rental license shall demonstrate compliance with the standards and requirements set forth in this subchapter through the following submittals:

(1) A completed Vacation Rental license application form, which must identify; the property owner, address of the Vacation Rental, Vacation Rental Representative, and as well as the phone number of the Vacation Rental Representative.

(2) Payment of applicable fees.

(3) A copy of the Vacation Rental's current and active license as a Transient Public Lodging Establishment with the Florida Department of Business and Professional Regulation.

(4) A copy of the Vacation Rental's current and active certificate of registration with the Florida Department of Revenue for the purposes of collecting and remitting sales surtaxes, transient rental taxes, and any other taxes required by law to be remitted to the Florida Department of Revenue.

(5) Evidence of the Vacation Rental's current and active account with the Miami-Dade County Tax Collector for the purposes of collecting and remitting tourist and convention development taxes and any other taxes required by law to be remitted to the Miami-Dade County Tax Collector.

(6) A copy of the current Local Business Tax Receipt.

(7) *Interior building sketch by floor.* A building sketch (may be hand drawn) by floor shall be provided, showing a floor layout and demonstrating compliance with the standards and requirements set forth in this subchapter. The sketch provided shall be drawn to scale, and shall show and identify all bedrooms, other rooms, exits, hallways, stairways, smoke and carbon monoxide detectors, swimming pools, fire extinguishers and exit signage/lighting.

(8) A sketch showing the number and the location of all on-site parking spaces for the Vacation Rental.

(9) Acknowledgement that each guest room shall be equipped with an approved listed single-station smoke detector meeting the minimum requirements of the NFPA.

(10) A section indicating whether the Vacation Rental will have 10 or fewer occupants or more than 10 occupants.

(11) A copy of the generic form vacation rental/lease agreement to be used when contracting with transient Occupants and guests.

(C) Incomplete applications will not be accepted, but will be returned with any fees submitted to the property owner with a notation of what items are missing.

(D) Vacation Rental license applications shall be sworn to under penalty of perjury and false statements in an application shall be a basis for the revocation of any license issued pursuant to such application.

§ 152.112.012 MODIFICATION OF VACATION RENTAL LICENSE.

An application for modification of a Vacation Rental license shall be required in the event that any of the following changes to the Vacation Rental are proposed:

- (A) An increase in the gross square footage.
- (B) An increase in the number of bedrooms.
- (C) An increase in the maximum occupancy.
- (D) An increase in the number of parking spaces, or a change in the location of parking spaces.
- (E) An increase in the number of bathrooms.
- (F) Any other material modifications that would increase the intensity of use.

§ 152.112.013 DURATION OF VACATION RENTAL LICENSE.

The Vacation Rental license shall expire each September 30, and may be annually renewed thereafter if the property is in compliance with this subchapter. Vacation Rental licenses acquired before September 30, 2016 will be valid until September 30, 2017.

§ 152.112.014 RENEWAL OF VACATION RENTAL LICENSE.

A property owner must apply annually for a renewal of the Vacation Rental license no later than 60 days prior to the expiration date of the previous Vacation Rental license.

§ 152.112.015 LICENSES NON-TRANSFERABLE, NON-ASSIGNABLE.

Vacation Rental licenses are non-transferable and non-assignable. If the ownership of any Vacation Rental is sold or otherwise transferred, any outstanding Vacation Rental license as to that Vacation Rental shall be null and void upon the sale or transfer.

VACATION RENTAL REPRESENTATIVE

§ 152.112.020 DUTIES OF VACATION RENTAL REPRESENTATIVE.

Every Vacation Rental Representative shall:

(A) Be available by landline or mobile telephone answered by the Vacation Rental Representative at the listed phone number 24-hours a day, 7 days a week to handle any problems arising from the Vacation Rental; and

(B) Be willing and able to be physically present at the Vacation Rental within 60 minutes following notification from a Vacation Rental Occupant, law enforcement officer, emergency personnel, or the Village for issues related to the Vacation Rental, and shall actually be physically present at that location in that time frame when requested; and

(C) Conduct an on-site inspection of the Vacation Rental at the end of each rental period to assure continued compliance with the requirements of this subchapter.

STANDARDS AND REQUIREMENTS FOR VACATION RENTALS

§ 152.112.030 GENERAL

The standards and requirements set forth in this section shall apply to the rental, use, and occupancy of Vacation Rentals in the Village.

§ 152.112.031 LOCAL PHONE SERVICE REQUIRED.

Local phone service. At least one landline telephone with the ability to call 911 shall be available in the main level common area in the Vacation Rental.

§ 152.112.032 PARKING STANDARDS.

Occupants and visitors to the Vacation Rental shall comply with all relevant parking codes as found in the Village Code of Ordinances.

§ 152.112.033 SOLID WASTE HANDLING AND CONTAINMENT.

Requirements for garbage storage and collection shall be as follows:

(A) Notice of the location of the trash storage containers and rules for collection shall be posted inside the Vacation Rental.

§ 152.112.034 MAXIMUM OCCUPANCY.

Requirements for space shall be as follows:

(A) Each Vacation Rental shall have a minimum gross floor area of not less than 150 square feet for the first occupant and not less than 100 square feet for each additional occupant.

(B) Every room in a Vacation Rental occupied for sleeping purposes shall:

(1) Have a gross floor area of not less than 70 square feet; and when occupied by more than one occupant, it shall have a gross floor area of not less than 50 square feet for each occupant. The maximum number of occupants for each room used for sleeping purposes shall be four.

(2) Have a minimum width of 8 feet.

(C) Gross area shall be calculated on the basis of total habitable room area, and those exclusions appearing in the definition of "habitable room" shall not be considered in calculation of such floor areas.

(D) Every habitable room in a Vacation Rental shall have a ceiling height of not less than 7 feet for at least half the floor area of the room. Any portion of a habitable room having a ceiling height of 5 feet or less shall not be included in calculating the total floor area of such room.

§ 152.112.035 POSTING OF VACATION RENTAL INFORMATION.

(A) In each Vacation Rental, located outside on the back or next to the main entrance door there shall be posted as a single page the following information:

- (1) The name, address and phone number of the Vacation Rental Representative;
- (2) The maximum occupancy of the Vacation Rental;
- (3) A statement advising the Occupant that any sound which crosses a property line at a volume which is unreasonably loud is unlawful within the Village; as per the Village Noise Ordinance.
- (4) A sketch of the location of the off-street parking spaces;
- (5) The days and times of trash pickup;
- (6) The location of the nearest hospital; and
- (7) The local non-emergency police phone number.

(B) A copy of the building evacuation map – Minimum 8-1/2" by 11" shall be provided to the renter upon the start of each vacation rental.

ADMINISTRATION, PENALTIES, AND ENFORCEMENT

§ 152.112.055 ADMINISTRATION OF VACATION RENTAL LICENSE PROGRAM.

The ultimate responsibility for the administration of this subchapter is vested in the Village Manager, or his/her authorized designee, who is responsible for granting, denying, revoking, renewing, suspending and canceling Vacation Rental licenses for proposed and existing Vacation Rentals as set forth in this subchapter.

§ 152.112.056 APPEALS.

Any decision of the Village Manager, or his/her authorized designee, relating to the granting, denial, renewal, modification, or suspension of a Vacation Rental license under this subchapter shall be rendered in writing, and reviewed by the Village Commission if a notice by the applicant is filed with the Village Clerk within 10 days after the action to be reviewed. The

Village Clerk shall place the matter on the agenda of an upcoming meeting of the Village Commission, at which the matter will be reviewed. The decision of the Village Commission shall be final. Such final decision may be reviewed as permitted under Florida law.

§ 152.112.057 NOTICE.

Any notice required under this subchapter shall be accomplished by sending a written notification by U.S. Mail, postage paid, to the mailing address of the Vacation Rental Representative set forth on documents filed with the Village under this subchapter, which shall be considered for all purposes as the correct address for service, or by personal service or delivery to the Vacation Rental Representative.

§ 152.112.058 PENALTIES AND ENFORCEMENT.

(A) Any violation of this subchapter may be punished by citation, as specifically described in Chapter 153 – Code Enforcement of the Code of Ordinances of North Bay Village, including but not limited to the requirements of a reasonable warning prior to issuance of a citation; provided, however, such violation shall be subject to a fine in the amount of \$250.00, for the first offense, \$500.00 for the second and subsequent offenses, plus a suspension of the Vacation Rental license as provided hereinafter, for the third offense. Each day a violation exists shall constitute a separate and distinct violation.

(B) *Other enforcement methods and penalties.* Notwithstanding anything otherwise provided herein, violations of this subchapter shall also be subject to all the enforcement methods and penalties that may be imposed for the violation of ordinances of the Village as provided in the Village Code of Ordinances. Nothing contained herein shall prevent the Village from seeking all other available remedies which may include, but not be limited to, injunctive relief, abatement of public nuisance, liens, fines, imprisonment, and other penalties as provided by law.

(C) *Suspension of license.*

(1) In addition to any fines and any other remedies described herein or provided for by law, the Village Manager shall suspend a Vacation Rental license upon a third violation of this subchapter in any continuous 12 month period. Such suspension of a Vacation Rental license shall be for a period of 1 year, and shall begin following notice, commencing either at the end of the current Vacation Rental lease period, or after 30 calendar days, whichever is less.

(2) For violations of the Florida Building Code, or Florida Fire Prevention Code, a Vacation Rental license shall be subject to temporary suspension starting immediately 3 working days after citation for such violation if it is not corrected, re-inspected, and found in compliance.

(D) *Revocation of license.*

(1) The Village Manager may refuse to issue or renew a license or may revoke a Vacation Rental license issued under this subchapter if the property owner has willfully withheld or falsified any information required for a Vacation Rental license.

(2) The Village Manager shall revoke a Vacation Rental license issued under this subchapter upon the fifth adjudication of either a noise violation where such noise emanated from the Vacation Rental or receipt of a parking violation where such parking violation occurred on the Vacation Rental property within any continuous 12 month period, or any combination thereof.

(3) The property owner shall not be entitled to any refund of the annual fee paid for a license for any portion of the unexpired term of a license, because of revocation or suspension of the Vacation Rental license.

(E) For all purposes under this subchapter, service of notice on the Vacation Rental Representative shall be deemed service of notice on the property owner and Occupant.

(F) No Occupant shall occupy a Vacation Rental, and no advertisement for the Vacation Rental shall occur during any period of suspension of a Vacation Rental's Vacation Rental license.

VESTING

§ 152.112.070 RENTAL AGREEMENT VESTING.

It is recognized that there are likely existing rental/lease agreements for Vacation Rentals as the time of passage of this ordinance which may not be in compliance with the regulations herein. Rental agreements that were entered into prior to the date of adoption, shall be considered vested. No special vesting process or fee shall be required to obtain this vesting benefit.

* * *

Section 3: Repeal. Each of the above stated recitals is true and correct and incorporated herein by this reference.

Section 4: Severability. The provisions of this Ordinance are declared to be non-severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall render this Ordinance void in its entirety.

Section 5: Inclusion in the Code. It is the intention of the Village Commission, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of North Bay Village; that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and that the word "Ordinance" shall be changed to "Section" or other appropriate word..

Section 6: Effective Date. This Ordinance shall be effective immediately upon adoption on second reading.

The foregoing Ordinance was offered by _____, who moved for its approval on first reading. This motion was seconded by _____, and upon being put to a vote, the vote was as follows:

THE VOTES WERE AS FOLLOW:

Mayor Connie Leon-Kreps _____
Vice Mayor Jorge Gonzalez _____
Commissioner Richard Chervony _____
Commissioner Andreana Jackson _____
Commissioner Eddie Lim _____

APPROVED ON FIRST READING during a regular session of the North Bay Village Commission Meeting this ___ day of _____ 2016.

The foregoing Ordinance was offered by _____, who moved for its enactment. This motion was seconded by _____ and upon being put to a vote, the vote was as follows:

FINAL VOTE ON ADOPTION:

Mayor Connie Leon-Kreps _____
Vice Mayor Jorge Gonzalez _____
Commissioner Richard Chervony _____
Commissioner Andreana Jackson _____
Commissioner Eddie Lim _____

PASSED AND ENACTED by the Commission of North Bay Village this ____ day of _____ 2016.

Connie Leon-Kreps
Mayor

ATTEST:

Yvonne Hamilton, CMC, Village Clerk

APPROVED AS TO FORM FOR THE USE OF
NORTH BAY VILLAGE ONLY:

Village Attorney
Robert L. Switkes & Associates, P.A.

North Bay Village Ordinance:STVR-RM40 and RM-70 Zoning Districts.



North Bay Village

Administrative Offices

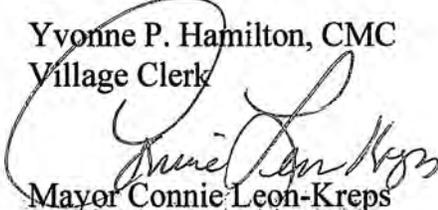
1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

MEMORANDUM North Bay Village

DATE: October 17, 2016

TO: Yvonne P. Hamilton, CMC
Village Clerk

FROM: 
Mayor Connie Leon-Kreps

SUBJECT: Introduction of Ordinance

Pursuant to Section 3.08 of the Village Charter, I hereby introduce the following Ordinance:

AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 152, SECTION 152.112 OF THE ZONING CODE, TO INCLUDE THE RM-40 AND RM-70 ZONING DISTRICTS AS AREAS SUBJECT TO THE VILLAGE'S VACATION RENTAL REGULATIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE VILLAGE CODE; AND PROVIDING AN EFFECTIVE DATE.

Accordingly, please place the item on the next available agenda.

CLK/ypb

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Andreana Jackson

Commissioner
Eddie Lim



Staff Report Ordinance

Amending Chapter 152, Section 152.076 of the Zoning Code entitled "Sign Definitions" by adding a definition for Temporary Signs; Section 152.078 entitled "Prohibited Signs" deleting existing language; Section 152.080 entitled "Exempted Signs" amending existing language; Section 152.081 entitled "Temporary Signs" deleting existing language and adding new language that provides scope, purpose and intent, duration for temporary signs, permission of owners, prohibition of lighting, exemptions from permitting; Section 152.082 entitled "Removal Of Signs" deleting existing language; Section 152.083 entitled "District Sign Regulations" amending existing language; Section 152.084 entitled "Variances, Planning" amending the title to "Sign Variances".

*Prepared for: North Bay Village,
Commission*



Serving Florida Local Governments Since 1988

Memorandum

From: James G. LaRue, AICP
Date: October 18, 2016
Subject: Temporary Signs

The Village was approached by a member of the public, several months ago, requesting a temporary off premise open house real estate sign. Coincidentally, a recent Supreme Court decision, *Reed v Town of Gilbert*, was issued in 2015 requiring local jurisdictions to re-examine their regulations regarding temporary signs (see attached). Based on this landmark Supreme Court decision, local governments can no longer classify their temporary sign regulations by type and/or use. The sign codes for most local governments, including North Bay Village, provide different standards for temporary signs based on the type of signage. For example, political signs, real estate signs, and special event signs have different requirements with regard to duration, size and setbacks. Though this will no longer be allowed, the recent court decision does allow for differences in temporary signage regulations between zoning districts.

The proposed text changes were recommended for approval by the Planning & Zoning Board on September 6th, to amend the existing regulations and classify temporary signs in a content-neutral manner. The major points of this proposed amendment will be discussed at the meeting. Open house real estate signs will now be allowed consistent with the zoning district in where they are going to be located.





North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

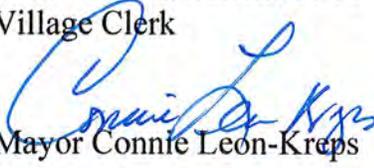
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

MEMORANDUM

North Bay Village

DATE: October 17, 2016

TO: Yvonne P. Hamilton, CMC
Village Clerk

FROM: 
Mayor Connie Leon-Kreps

SUBJECT: Introduction of Ordinance

Pursuant to Section 3.08 of the Village Charter, I hereby introduce the following Ordinance:

AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 152 OF THE ZONING CODE BY REVISING SECTIONS 152.076 ENTITLED "SIGN DEFINITIONS; 152.078 ENTITLED "PROHIBITED SIGNS"; 152.080 ENTITLED "EXEMPTED SIGNS"; 152.081 ENTITLED "TEMPORARY SIGNS"; 152.082 ENTITLED "REMOVAL OF SIGNS"; 152.083 ENTITLED "DISTRICT SIGN REGULATIONS REGULATIONS"; 152.084 ENTITLED "VARIANCES, PLANNING"; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE VILLAGE CODE; AND PROVIDING AN EFFECTIVE DATE

CLK:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Andreana Jackson

Commissioner
Eddie Lim

ORDINANCE NO. _____

AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 152 OF THE ZONING CODE BY REVISING SECTIONS 152.076 ENTITLED "SIGN DEFINITIONS; 152.078 ENTITLED "PROHIBITED SIGNS"; 152.080 ENTITLED "EXEMPTED SIGNS"; 152.081 ENTITLED "TEMPORARY SIGNS"; 152.082 ENTITLED "REMOVAL OF SIGNS"; 152.083 ENTITLED "DISTRICT SIGN REGULATIONS REGULATIONS"; 152.084 ENTITLED "VARIANCES, PLANNING"; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE VILLAGE CODE; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY MAYOR CONNIE LEON-KREPS)

WHEREAS, the Commission of North Bay Village has determined that it is appropriate to ensure that its Land Development Code, as it relates to temporary signs, is in compliance with all constitutional and other legal requirements; and

WHEREAS, the Village's planning staff have reviewed the proposed changes for consistency with the Village's Comprehensive Plan and Land Development Code, and finds that the proposed changes are consistent with the foregoing Code; and

WHEREAS, the Village has endeavored to adopt regulations governing signage that will comply with the First Amendment of the U.S. Constitution as interpreted by the U.S. Supreme Court; and

WHEREAS, the Village finds and determines that it is appropriate to update and revise its Land Development Code relative to temporary signs; and

WHEREAS, the Village recognizes that there have been decisions delivered by the U.S. Supreme Court over the past forty years that provide guidance to local governments in their regulation of signage, including *Linmark Associates, Inc. v. Township of Willingboro*, 431 U.S. 85 (1977); *Metromedia, Inc. v. San Diego*, 453 U.S. 490 (1981); *City Council of Los Angeles v. Taxpayers for Vincent*, 466 U.S. 789 (1984); *City of Cincinnati v. Discovery Network, Inc.*, 507 U.S. 410 (1993), and, *City of Ladue v. Gilleo*, 512 U.S. 43 (1994); and

WHEREAS, the Village wishes to preserve the aesthetic beauty of North Bay Village, Florida; and

WHEREAS, the Village finds and determines that Article II, Section 7, of the Florida Constitution, as adopted in 1968, provides that it shall be the policy of the state to conserve and protect its scenic beauty; and

WHEREAS, the Village finds and determines that the regulation of temporary signage, for purposes of aesthetics, directly serves the policy articulated in Article II, Section 7, of the Florida Constitution, by conserving and protecting its scenic beauty; and

Words ~~stricken~~ are deletion; words added are underlined.

NOW, THEREFORE, BE IT ENACTED BY THE VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. Each of the above stated recitals is true and correct and incorporated herein by this reference.

Section 2. Village Code Amended. Chapter 152 “Zoning” of the North Bay Village Code of Ordinances are hereby amended to read as follows:

§ 152.076 - Sign Definitions.

Sign, temporary. Any sign that is not a permanent sign, and shall include a sign formerly or commonly known as a temporary election sign, a temporary political sign, a temporary free expression sign, a temporary real estate sign, a temporary directional sign, a temporary construction sign, a temporary grand opening sign, or any other temporary sign unless otherwise provided herein. The term “temporary sign” shall not include any substitution of message on an existing lawful sign or sign structure.

§ 152.078 - Regulations and specifications.

(A) General regulations governing signs. Signs erected or maintained under the provisions of these regulations are subject to the following requirements:

(1) Interference with public.

(a) The sign must not create a traffic or fire hazard, be dangerous to the general welfare, or interfere with the free use of public streets or sidewalks.

(b) Safety requirements.

1. No sign shall be erected or maintained at any location in such a manner as to obstruct free and clear vision at the intersection of any streets or other public ways. No sign shall be erected or maintained at any location where, by reason of the position, illumination, shape, or color it may interfere with, obstruct the view of, or be confused with any authorized traffic sign, signal, or device, nor shall it make use of the words, "STOP," "LOOK," "DANGER," or any other word, phrase, symbol, or character in such a manner as to interfere with, mislead, or confuse the motoring public.

2. Intensely lighted areas created for the purpose of sales attraction, may be considered to be distractive displays. Such displays may be a hazard to the safe passage of vehicular traffic and divert attention from certain necessary traffic controls or pedestrian crossing zones. Such intensely lighted areas may be prohibited at certain locations by the Police Department and confirmed by the Village Commission.

Words ~~striken~~ are deletion; words added are underlined.

- (2) Repair and maintenance. All signs must be kept in good condition, neat appearance, and good state of repair. Any sign more than 50 percent destroyed must be immediately removed at the owner's expense and a new permit secured before the sign is replaced. If a damaged sign is not repaired within 90 days, the sign shall be deemed to constitute a public nuisance and shall be removed at the owner's expense.
- (3) Avoidance of fire hazard. Weeds shall be kept cut and debris shall be kept clear within a ten-foot area of any sign.
- (4) Imprint of owner's name. All signs requiring permits shall be marked with the owner's name, date, and number of the permit.
- (5) Obstruction of doors, windows, and fire escapes. No sign shall be attached to or be placed against a building in such a manner as to prevent ingress or egress through any door or window of any building, nor shall any sign obstruct or be attached to a fire escape.
- (6) Posting or tacking notices and signs. No person shall paint, paste, print, nail, or fasten in any manner whatsoever, any banner, sign, paper, or any advertisement or notice of any kind, or cause the same to be done, on any curbs tone, pavement, or any other portion or part of any sidewalk or street, or upon any trees, lampposts, parking meter posts, telephone or telegraph poles, hydrants, or workshops, or upon any structure within the limits of any streets within the Village.
- (7) Removal of signs for right-of-way acquisitions. All signs shall be removed by the owner, at no expense to the Village, when such signs are found to be within the right-of-way of present or future roads. This exception to relocation and permit limitations shall cover only lateral (right angle) relocations to the road right-of-way and shall require a building permit. This statement shall not supersede federal or state statutes and regulations.

(B) Regulations governing specific type signage. Prohibited sign situations:

- ~~(1) Off-premise outdoor advertising display (commercial advertising) signs.~~
- (1) ~~(2)~~ Signs within or upon public property and rights-of-way.
- (2) ~~(3)~~ Pole (ground) signs projecting over rights-of-way.
- (3) ~~(4)~~ Flashing, activated, and animated signs.
- (4) ~~(5)~~ Pennants, streamers, spinners, advertising balloons and all other fluttering, spinning, or similar type signs and advertising devices.
- (5) ~~(6)~~ Roof signs.
- (6) ~~(7)~~ Snipe and sandwich signs.

Words ~~stricken~~ are deletion; words added are underlined.

~~(8) Provided, however, that national flags and flags of political subdivisions of the United States; flags of bona fide civic, charitable, fraternal, and welfare organizations; banner signs; and, during nationally recognized holiday periods, pennants, banners, streamers, and other fluttering, spinning, or similar type advertising devices pertaining to said holiday periods, may be provided on a temporary basis as provided below in this subchapter.~~

§ 152.080 - Exempted signs.

The following signs are exempted from the provisions of these regulations and may be erected or constructed without a permit but in accordance with the structural and safety requirements of the South Florida Building Code and in accordance with § 152.083.

- (A) Official traffic signs or sign structures, and provisional warning signs or sign structures, when erected or required by a government agency.
- (B) Changing of the copy of a bulletin board, poster board, display encasement, or marquee.
- (C) Temporary nonilluminated signs which meet the criteria of Section 152.081, as permitted by the district regulations, advertising real estate for sale or lease, or announcing contemplated improvements of real estate, and located on the premises.
- ~~(D) National flags and flags of political subdivisions of the United States. Temporary nonilluminated signs, as permitted by the district regulations, erected in connection with new construction work and displayed on the premises during such time as the actual construction work is in progress. Once the construction work has been completed, such signs shall be removed immediately.~~
- (E) Signs on a truck, bus, or other vehicle while in use in the normal course of business, provided that no such vehicle with attached signs shall be parked on public or private property for the purpose of advertising a business or firm or calling attention to the location of a business or firm.
- ~~(F) Temporary political signs within commercial districts.~~
- ~~(F)-(G)~~ In the commercial districts, nonilluminated signs not exceeding 15 square feet in area with letters not exceeding six inches in height which are painted, stamped, perforated, or stitched on the valance area of an awning, canopy or roller curtain. Signs shall be limited to the name of the owner or trade name of the business and the street number of the business.
- ~~(G) (H)~~ Signs posted by the Village.

§ 152.081 - Temporary signs permits.

Words ~~stricken~~ are deletion; words added are underlined.

- (A) Scope. Notwithstanding anything to the contrary in the Village's Land Development Code or in any other ordinance or code provision of the Village, the provisions of this section shall govern the regulation of temporary signs, and take precedence over any other provisions that pertain to temporary signs unless specifically exempted or excepted herein.
- (B) Purpose and intent. It is the purpose of these sign regulations to promote the public health, safety and general welfare through reasonable, consistent and non-discriminatory standards for temporary signs. The temporary sign regulations are not intended to censor speech or to regulate viewpoints, but instead are intended to regulate the secondary effects of speech, and especially insofar as those secondary effects may adversely affect aesthetics and traffic and pedestrian safety. It is the intent of the Village Commission that the temporary sign regulations shall provide uniform sign criteria which regulate the size, height, number and placement of signs in a manner that is compatible with the character of the Village, and which place the fewest possible restrictions on personal liberties, property rights, commerce, and the free exercise of Constitutional rights while achieving the Village's goal of creating a healthy, safe and attractive environment that does not contain excessive clutter and visual distraction in rights-of-way and adjacent properties, the surrounding natural coastal environment, and residential neighborhoods. These sign regulations have been prepared with the intent of enhancing the visual environment of the Village and promoting its continued well-being, consistent with the most recent pronouncements by the United States Supreme Court regarding the regulation of temporary signage, and are further intended to:
- (1) Encourage the effective use of signs as a means of communication in the Village;
 - (2) Maintain and enhance the aesthetic environment and the Village's ability to attract sources of economic development and growth;
 - (3) Improve pedestrian and traffic safety;
 - (4) Minimize the possible adverse impact of temporary signs on nearby public and private property;
 - (5) Lessen the visual clutter that may otherwise be caused by the proliferation, improper placement, illumination, animation, excessive height, and excessive size (area) of temporary signs which compete for the attention of pedestrian and vehicular traffic;
 - (6) Allow temporary signs that are compatible with their surroundings, while precluding the placement of temporary signs that contribute to sign clutter or that conceal or obstruct adjacent land uses or signs;
 - (7) Encourage and allow temporary signs that are appropriate to the zoning district in which they are located;
 - (8) Regulate temporary signs in a manner so as to not interfere with, obstruct the vision of or distract motorists, bicyclists or pedestrians;
 - (9) Preserve, conserve, protect, and enhance the aesthetic quality and scenic beauty of all zoning districts of the Village;

Words ~~stricken~~ are deletion; words added are underlined.

- (10) Protect property values by precluding, to the maximum extent possible, temporary signs that create a nuisance to the occupancy or use of other properties as a result of their size, height, illumination, brightness, or movement; and
- (11) Enable the fair and consistent enforcement of these temporary sign regulations.
- (C) Duration for temporary signs. If a temporary sign pertains to an event, the temporary sign shall be removed no later than seven days after the event is concluded. Political primaries or elections, for the purpose of these sign regulations, shall be treated as an event. If a temporary sign does not pertain to an event, the temporary sign shall be removed within and by no later than thirty (30) days after being erected.
- (D) Permission of owners. A temporary sign shall not be placed on any property without the permission of the property owner.
- (E) Prohibition of lighting. A temporary sign may not display any lighting or illuminations that flash, move, rotate, scintillate, blink, flicker, or vary in intensity or color.
- (F) Exemptions from permitting. A temporary sign does not require a permit from the Village.
- (G) Within each Village zoning district, temporary signs shall conform to the following criteria:

	<u>Single Family Residential RS-1, RS-2</u>	<u>Multi-Family RM-40, RM-70</u>	<u>Commercial CG, CL</u>
<u>Maximum Number of Signs Allowed Per Parcel</u>	<u>3</u>	<u>3</u>	<u>4</u>
<u>Maximum Sign Area</u>	<u>3 sf</u>	<u>12 sf (RM-40) 20 sf (RM-70)</u>	<u>40 sf</u>
<u>Sign Height Maximum for a Freestanding Sign</u>	<u>4 ft</u>	<u>24 ft</u>	<u>24 ft</u>
<u>Sign Height Maximum for a Wall Sign (inclusive of a Window Sign)</u>	<u>15 ft</u>	<u>24 ft</u>	<u>24 ft</u>
<u>Minimum Sign Setback for Ground Signs</u>	<u>2 ft</u>	<u>2 ft</u>	<u>2 ft</u>
<u>Minimum Spacing from any Other Sign (Temporary Sign or a Permanent Sign)</u>	<u>15 ft</u>	<u>15 ft</u>	<u>15 ft</u>
<u>Aggregate Maximum of Surface Area Allocated for All Sign Messages</u>	<u>12 sf</u>	<u>120 sf</u>	<u>160 sf</u>

Words ~~stricken~~ are deletion; words added are underlined.

~~The Building Official or other official as designated by the Village Manager, upon application as required in § 152.079, may issue temporary permits for signs and displays for a period of up to 90 days (including one renewal period up to an additional 30 days) when, the use of such signs and displays would be in the public interest and would not result in damage to private property, such as but not limited to the following:~~

- ~~(A) Signs advertising a special civic or cultural event, such as a fair or exposition, play, concert, or meeting sponsored by a governmental or charitable organization.~~
- ~~(B) Special decorative displays used for holidays, public demonstrations, or promotion of nonpartisan civic purposes.~~
- ~~(C) Special sales promotion displays in a district where such sales are permitted, including displays incidental to the opening of a new business.~~

~~The Building Official is authorized to grant administrative approval for request for temporary signs that exceeds the size requirements up to a maximum size of 60 square feet, upon proper application for a Building Permit.~~

§ 152.082 - Removal of signs.

- ~~(A) Any sign previously associated with a vacated premises shall be removed from the premises by either the owner or lessee not later than 30 days from the time such activity ceases to exist.~~
- ~~(B) Political signs shall be removed within seven days after the last election in which the candidate or issue was on the ballot.~~

§ 152.083 - District sign regulations.

- ~~(A) *Single-Family Residential (RS-1, RS-2) Districts.* No sign will be allowed in these districts except the following, and temporary signs meeting the criteria of Section 152.081 or the exemptions allowed in Section 152.081 or signs otherwise exempted in this subchapter:
 - ~~(1) A nameplate (identification sign), not to exceed one square foot in area, nonilluminated, to identify the owner or occupant of the dwelling or building.~~
 - ~~(2) A private directional sign, nonilluminated, not to exceed one square foot in area.~~
 - ~~(3) One temporary non-illuminated real estate sign per parcel not to exceed 18" × 18." One "rider" sign not exceeding two inches vertically and the width of the base sign horizontally may be suspended from or attached to the base sign. Nothing contained herein shall be construed as prohibiting the same wording from being on both the front and back of the base and rider sign. The sign (including the rider) shall also be subject to the following conditions and restrictions:
 - ~~a. Unless there is a wall or building closer upon which the sign may be placed, it shall be located on the owner's property at least five feet from any sidewalk, the sign may be placed no closer than five feet from the edge of the pavement. The top of the sign shall not be more than four feet above the finished grade of the ground. Any such sign shall be immediately removed upon the sale or lease of the lot and/or improvements upon which it is displayed.~~~~~~

- b. ~~The sign shall be constructed of metal, plastic, wood, or pressed wood. Said signs shall be fastened to a supporting member constructed of angle iron not exceeding one inch by one inch or two inches by two inches for a wooden post. Said supporting members shall be all white or black in color and have no letters or numbers upon it.~~
 - c. ~~Where such sign is suspended from an arm of the support, such arm shall not exceed a length of 16 inches.~~
 - d. ~~The sign shall be placed so that its center line is parallel or perpendicular to the front property line.~~
 - e. ~~Only one sign shall be permitted on any one premises, provided, however, that where the property abuts a waterway, a sign may also be placed to be visible from such waterway with a setback from the waterway of not less than ten feet.~~
 - f. ~~The sign shall be kept in good repair and shall not be illuminated or constructed of a reflective material. Flags, streamers, movable items or like devices shall not be attached to the sign.~~
- (4) ~~One temporary nonilluminated political sign per parcel not to exceed three square feet in area.~~
- (B) *Multifamily Residential (RM-40, RM-70) Districts*. No sign will be allowed in these districts except the following, and temporary signs meeting the criteria of Section 152.081 or the exemptions allowed in Section 152.081 ~~or signs otherwise exempted in this subchapter:~~
- (1) Accessory signs and directional signs, all nonilluminated, and, individually, not to exceed an area of one square foot, except that illuminated fire exit signs, as required by the South Florida Building Code, shall also be permitted.
 - (2) ~~One temporary nonilluminated sign per building or on such permit unit basis as may be allowed by applicable condominium or homeowners association bylaws, rules and regulations, such sign not to exceed 12 square feet in area in RM-40 Districts and not to exceed 24 square feet in area in RM-70 Districts, advertising real estate for sale or for lease, or announcing contemplated improvements of the premises on which the sign is located.~~
 - (3) ~~One temporary nonilluminated political sign per building or on such per unit basis as may be allowed by applicable condominium or homeowners association bylaws, rules and regulations, such sign not to exceed 12 square feet in area in RM-40 Districts and not to exceed 20 square feet in area in RM-70 Districts.~~
 - (42) A permanent, nonilluminated, flat or detached identification sign, not to exceed 24 square feet, identifying the name and/or address of a multifamily dwelling, group of multifamily dwellings, or the name of the motel or hotel. In the case of a detached sign, it shall not be located in any required rear or side yard setback area, nor closer than ten feet from the front property line, nor shall any part of the sign be more than ten feet above the ground.
 - (53) Nonilluminated signs not exceeding 15 square feet in area with letters not exceeding six inches in height which are painted, stamped, perforated, or stitched on the valance area of an awning, canopy, roller curtain. Signs shall be limited to the name of the owner and the street number of the building.

Words ~~stricken~~ are deletion; words added are underlined.

~~(6) A temporary nonilluminated sign, not to exceed 40 square feet, erected in connection with new construction work and displayed on the premises only during the progress of actual construction. Once construction has been completed, the sign shall be removed immediately.~~

(C) *Commercial (CG, CL) Districts.* No sign will be allowed in these districts except the following, and temporary signs meeting the criteria of Section 152.081 or the exemptions allowed in Section 152.081 or signs otherwise excepted in this subchapter:

(1) Accessory signs and directional signs, all nonilluminated, and, individually, not to exceed an area of one square foot, except that illuminated fire exit signs, as required by the South Florida Building Code, shall also be permitted.

~~(2) A temporary nonilluminated real estate sign, not to exceed 24 square feet, advertising real estate for sale or for lease. A temporary nonilluminated sign may announce contemplated improvements of real estate, provided such sign does not exceed 24 square feet. Political signs are exempt from application of § 152.083(C).~~

~~(3) A temporary nonilluminated sign, not to exceed 40 square feet, erected in connection with new construction work and displayed on the premises only during the progress of actual construction. Once construction has been completed, the sign shall be removed immediately.~~

(42) A permanent flat illuminated or nonilluminated sign may be erected on one facade of a building or each portion of a building occupied by a separate commercial or office use, provided the sign does not exceed an area equal to ten percent of the area of the facade upon which it is erected, and for any single establishment user, contains no more than ten sign information items. For calculation purposes, the maximum single building storefront is limited to 75 feet, the maximum storefront 15 feet. In the case of a commercial or office use located on the ground floor of a multistory building, only the first floor facade area shall be used for the purpose of calculating the permissible sign area. Where an establishment fronts on more than one street, the above area of signs may be permitted on each street frontage; however, signs on side frontages will not be permitted if they face a residential area. Signs shall not be permitted on any wide bay frontage.

(a) All adjacent contiguous retail and service establishments located in premises under the same ownership shall be required in lease agreements to maintain all permanent sign lettering and background in the same style and color.

(b) For existing commercial establishments, facade signage may be increased to 11 percent of the total building facade and a total of 11 sign "items" per establishment may be used when all the lettering and background is uniform in style and color for signs in a shopping center or for any three consecutive separate establishments. Uniform agreements must be made a part of any lease or deed restriction.

~~(53)~~(a) A projection sign, placed at an angle of 90 degrees from the building and clearing the sidewalk by eight feet. It shall project no more than four feet from the building or one-third of the sidewalk width, whichever is less, and be spaced no less than 50 feet apart unless displaying symbols only in which case there is no restriction on proximity (see Appendix B).

Words ~~stricken~~ are deletion; words added are underlined.

(b) All adjacent contiguous, retail and service establishments located in premises under the same ownership shall be required in lease agreements to maintain all projection signs, materials, lettering and background in the same style and color.

(64) A ~~permanent~~-detached illuminated sign may be permitted, not to exceed a total area of 100 square feet per side. When a single building on the property consists of two or more different commercial or office occupancies, an additional one square foot of sign area shall be permitted for each six lineal feet of street frontage in excess of 50 feet; however, the total sign area for a building with multiple occupancy shall not exceed 160 square feet in any case, nor may there be more than one detached sign on the property. No part of such detached signs shall be located in the side or rear yards, nor shall any detached sign be located closer than ten feet from the front property line. No detached sign shall exceed a height of 24 feet above the ground.

(7) A ~~temporary~~ sign may be attached to street frontage windows. However, the total area of such signs shall not exceed ten percent of the total area of such windows and doors or within five feet of the rear of the window (see Appendix B).

§ 152.084 – Sign Variances, ~~planning~~.

There might be instances in which relief from the strict requirements of the sign ordinance would result in improved planning or zoning, and would benefit the community. The standards for granting the planning variance are:

- (A) The sign variance must relate to a particular piece of land;
- (B) The sign variance can be granted without substantial detriment to the public good;
- (C) The benefits of the deviation would outweigh any detriment; and,
- (D) The variance would not substantially impair the intent or purpose of the Village's Comprehensive Plan and/or Zoning Ordinance.

Section 3. Repeal. All ordinances or parts of ordinances, resolutions or parts of resolutions in conflict herewith are repealed to the extent of such conflict.

Section 4. Severability. The provisions of this Ordinance are declared to be non-severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall render this Ordinance void in its entirety.

Section 5. Inclusion in the Code. It is the intention of the Village Commission, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of North Bay Village; that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and that the word “Ordinance” shall be changed to “Section” or other appropriate word.

Section 6. Effective Date. This Ordinance shall be effective immediately upon adoption on second reading.

A motion to approve the foregoing Ordinance on first reading on _____ was offered by _____, seconded by _____.

The Votes were as follows:

Mayor Connie Leon-Kreps _____
Vice Mayor Jorge Gonzalez _____
Commissioner Richard Chervony _____
Commissioner Andreana Jackson _____
Commissioner Eddie Lim _____

A motion to approve the foregoing Ordinance on first reading was offered by _____, seconded by _____.

FINAL VOTES AT ADOPTION:

Mayor Connie Leon-Kreps _____
Vice Mayor Jorge Gonzalez _____
Commissioner Richard Chervony _____
Commissioner Andreana Jackson _____
Commissioner Eddie Lim _____

DULY PASSED AND ADOPTED __ day of _____ 2016.

Connie Leon-Kreps
Mayor

ATTEST:

Yvonne P. Hamilton, CMC
Village Clerk

**APPROVED AS TO FORM FOR THE USE OF
NORTH BAY VILLAGE ONLY:**

Robert L. Switkes & Associates, P.A.
Village Attorney

North Bay Village Ordinance: Temporary Signs.



NORTH BAY VILLAGE
NOTICE OF PUBLIC HEARING

PUBLIC NOTICE IS HEREBY GIVEN THAT THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON TUESDAY, OCTOBER 25, 2016 AT 7:30 P.M., OR AS SOON AS POSSIBLE THEREAFTER, AT VILLAGE HALL, 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FLORIDA. DURING THIS MEETING THE COMMISSION WILL CONSIDER THE FOLLOWING ITEMS AT PUBLIC HEARINGS:

1. AN APPLICATION BY HUMBERTO OCAJIZ FOR INSTALLATION OF A NEW BOATLIFT AT 1460 SOUTH TREASURE DRIVE, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 150.11(F) OF THE VILLAGE CODE.
 2. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 152, SECTION 152.112 OF THE ZONING CODE, TO INCLUDE THE RM-40 AND RM-70 ZONING DISTRICTS AS AREAS SUBJECT TO THE VILLAGES VACATION RENTAL REGULATIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE VILLAGE CODE; AND PROVIDING AN EFFECTIVE DATE. *(FIRST READING)*
 3. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 152 OF THE ZONING CODE BY REVISING SECTIONS 152.076 ENTITLED "SIGN DEFINITIONS"; 152.078 ENTITLED "PROHIBITED SIGNS"; 152.080 ENTITLED "EXEMPTED SIGNS"; 152.081 ENTITLED "TEMPORARY SIGNS"; 152.082 ENTITLED "REMOVAL OF SIGNS"; 152.083 ENTITLED "DISTRICT SIGN REGULATIONS"; 152.084 ENTITLED "VARIANCES, PLANNING"; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE VILLAGE CODE; AND PROVIDING AN EFFECTIVE DATE. *(FIRST READING)*
 4. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 152, ADDING SECTION 152.033 ENTITLED "GOVERNMENT USE DISTRICT" TO CREATE STANDARDS FOR A GOVERNMENT USE ZONING DISTRICT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE VILLAGE CODE; AND PROVIDING AN EFFECTIVE DATE. *(FIRST READING)*
 5. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 152, SECTION 152.003 ENTITLED "DEFINITIONS"; ADDING DEFINITIONS FOR GROW HOUSE, MARIJUANA, MARIJUANA BASED PRODUCT, MARIJUANA DISPENSARY, MOBILE MARIJUANA DISPENSARY; SECTIONS 152.026 THRU 152.029 AND 152.0296 PROHIBITING MARIJUANA DISPENSARIES (EXCEPT IN THE CG ZONING DISTRICT), GROW HOUSES, AND MOBILE MARIJUANA DISPENSARIES; SECTION 152.030 ENTITLED "CG GENERAL COMMERCIAL DISTRICT" TO ALLOW MARIJUANA DISPENSARIES AS ALLOWABLE USES; SECTION 152.044 ENTITLED "MINIMUM SPACE REQUIREMENTS" REVISE PARKING SPACE REQUIREMENTS, TO INCLUDE MARIJUANA DISPENSARIES; SECTION 152.112 ENTITLED "MARIJUANA DISPENSARIES" ADDING SECTION PROVIDING CONDITIONS FOR APPROVAL OF A MARIJUANA DISPENSARY AND OPERATING PROCEDURES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE VILLAGE CODE; AND PROVIDING AN EFFECTIVE DATE. *(FIRST READING)*
 6. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 151, SECTION 151.26 ENTITLED "OFF-STREET PARKING REGULATIONS" TO PROHIBIT CHARGING FOR PARKING AT HOTEL, MOTEL, APARTMENT AND CONDOMINIUM PROPERTIES IN THE VILLAGE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE VILLAGE CODE; AND PROVIDING AN EFFECTIVE DATE. *(FIRST READING)*
 7. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING TITLE XIX OF THE CODE OF ORDINANCES ENTITLED "GENERAL OFFENSES" BY CREATING CHAPTER 157, TO BE ENTITLED "SEXUAL ORIENTATION OR GENDER IDENTITY CHANGE EFFORTS" TO PROHIBIT LICENSED PROFESSIONALS FROM ENGAGING IN COUNSELING EFFORTS, PRACTICES, OR TREATMENTS WITH THE GOAL TO CHANGE A MINOR'S SEXUAL ORIENTATION OR GENDER IDENTITY; PROVIDING FOR REPEAL, SEVERABILITY, INCLUSION IN THE CODE AND AN EFFECTIVE DATE. *(SECOND HEARING)*
- INTERESTED PERSONS ARE INVITED TO APPEAR AT THIS MEETING OR BE REPRESENTED BY AN AGENT, OR TO EXPRESS THEIR VIEWS IN WRITING ADDRESSED TO THE COMMISSION C/O THE VILLAGE CLERK, 1666 KENNEDY CAUSEWAY, #300, KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL 33141.
- THE DOCUMENTS PERTAINING TO THIS PUBLIC HEARING MAY BE INSPECTED AT THE OFFICE OF THE VILLAGE CLERK DURING REGULAR BUSINESS HOURS AT 1666 KENNEDY CAUSEWAY, #300. INQUIRIES MAY BE DIRECTED TO THAT DEPARTMENT AT (305) 756-7171.
- PURSUANT TO SECTION 286.0105, FLORIDA STATUTES IF ANY PERSON DECIDES TO APPEAL ANY DECISION BY THE COMMISSION WITH RESPECT TO THIS OR ANY MATTER CONSIDERED AT ITS MEETING OR ITS HEARING, SUCH PERSON MUST ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.
- THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE VILLAGE FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.
- TO REQUEST THIS MATERIAL IN ACCESSIBLE FORMAT, SIGN LANGUAGE INTERPRETERS, INFORMATION ON ACCESS FOR PERSON WITH DISABILITIES, AND/OR ANY ACCOMMODATION TO REVIEW ANY DOCUMENT OR PARTICIPATE IN ANY VILLAGE-SPONSORED PROCEEDING, PLEASE CONTACT (305) 756-7171 FIVE DAYS IN ADVANCE TO INITIATE YOUR REQUEST. TTY USERS MAY ALSO CALL 711 (FLORIDA RELAY SERVICE).

YVONNE P. HAMILTON, CMC
VILLAGE CLERK

(October 5, 2016)



Staff Report Ordinance

Amending Chapter 152, of the Zoning Code by adding Section 152.033 entitled "Government Use District" to create standards for a Government Use Zoning District.

*Prepared for: North Bay Village,
Commission*



Serving Florida Local Governments Since 1988

Memorandum

From: James G. LaRue, AICP
Date: October 18, 2016
Subject: Government Use District

Soon, the Village Commission will be reviewing architectural plans for the new Village Hall. In anticipation of that event, it is appropriate to develop a government use zoning district that will allow governmental uses. None of the existing commercial or residential zoning districts, including the current zoning district for this property (high density multifamily residential), currently allow governmental uses as a permitted use. This Government Use Zoning District, as proposed in ordinance, provides flexible setback and height requirements. The parking standards for "government offices and facilities" are already contained in Section 152.044(C)3 as follows:

One space for every 300 square feet of gross floor area, plus one space for every four seats in any public assembly area.

We are not recommending any changes to these parking standards. The proposed governmental use zoning district regulations are consistent with the Village's Public Buildings and Grounds Future Land Use category and we recommend approval of this ordinance to the Village Commission.

The proposed text changes were recommended for approval by the Planning & Zoning Board on September 6th.





North Bay Village

Administrative Offices

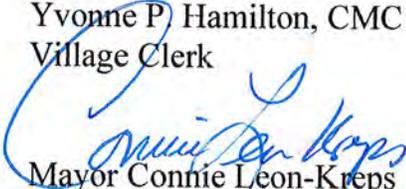
1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

MEMORANDUM North Bay Village

DATE: October 17, 2016

TO: Yvonne P. Hamilton, CMC
Village Clerk

FROM: 
Mayor Connie Leon-Kreps

SUBJECT: Introduction of Ordinance

Pursuant to Section 3.08 of the Village Charter, I hereby introduce the following Ordinance:

AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 152, ADDING SECTION 152.033 ENTITLED "GOVERNMENT USE DISTRICT" TO CREATE STANDARDS FOR A GOVERNMENT USE ZONING DISTRICT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE VILLAGE CODE; AND PROVIDING AN EFFECTIVE DATE.

Accordingly, please place the item on the next available agenda.

CLK/yph

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Andreana Jackson

Commissioner
Eddie Lim

AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 152, ADDING SECTION 152.033 ENTITLED "GOVERNMENT USE DISTRICT" TO CREATE STANDARDS FOR A GOVERNMENT USE ZONING DISTRICT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE VILLAGE CODE; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY MAYOR CONNIE LEON-KREPS)

WHEREAS, the Commission of North Bay Village has determined that a government use zoning district should be created to accommodate the development of government owned facilities; and

WHEREAS, the Commission of North Bay Village hereby finds and declares that the government use is consistent within the Public Buildings and Grounds Future Land Use category.

WHEREAS, the Commission of North Bay Village desires to ensure adequate public facilities to operate the governmental functions of North Bay Village.

WHEREAS, the Planning and Zoning Board has reviewed this Ordinance at a duly advertised public hearing and recommended _____ of the Ordinance; and

WHEREAS, the Commission of North Bay Village hereby finds and declares that adoption of this Ordinance is necessary, appropriate, and advances the public interest.

NOW, THEREFORE, BE IT ENACTED BY THE VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. Each of the above stated recitals is true and correct and incorporated herein by this reference.

Section 2. Village Code Amended. Section 152.033 of the North Bay Village Code of Ordinances is hereby created to read as follows:

§ 152.033 – Government use district.

(A) Purpose and intent. The Government Use Zoning District is intended for federal, state and local government activities, transportation facilities, public facilities and utilities and other similar facilities owned or operated by government that generally serve and benefit the community.

(B) Uses permitted.

- (1) Government owned facilities
- (2) Government operated facilities

(C) Special uses permitted. Uses permitted upon approval of the Village Commission in accordance with the provisions pertaining to use exceptions.

(D) Site development standards

(1) Minimum lot size

- a. Area: no minimum lot size
- b. Frontage: no minimum frontage

(2) Minimum yard setbacks

- a. Kennedy Causeway: 20 feet
- b. Other street frontages: 10 feet
- c. Rear: 10 feet
- d. Abutting commercial zoning district: 5 feet
- e. Abutting multi-family zoning district: 7 feet
- f. Abutting single-family zoning district: 15 feet

(3) Maximum building height: 150 feet

(4) Minimum pervious area: Fifteen percent of the total parcel

Section 3. Repeal. All ordinances or parts of ordinances, resolutions or parts of resolutions in conflict herewith are repealed to the extent of such conflict.

Section 4. Severability. The provisions of this Ordinance are declared to be non-severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall render this Ordinance void in its entirety.

Section 5. Inclusion in the Code. It is the intention of the Village Commission, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of North Bay Village; that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 6. Effective Date. This Ordinance shall be effective immediately upon adoption on second reading.

A motion to approve the foregoing Ordinance on first reading on _____ was offered by _____, seconded by _____.

The Votes were as follows:

Mayor Connie Leon-Kreps	_____
Vice Mayor Jorge Gonzalez	_____
Commissioner Richard Chervony	_____
Commissioner Andreana Jackson	_____
Commissioner Eddie Lim	_____

Words ~~stricken~~ are deletion; words added are underlined.

A motion to approve the foregoing Ordinance on first reading was offered by _____, seconded by _____.

FINAL VOTES AT ADOPTION:

Mayor Connie Leon-Kreps _____
Vice Mayor Jorge Gonzalez _____
Commissioner Richard Chervony _____
Commissioner Andreana Jackson _____
Commissioner Eddie Lim _____

DULY PASSED AND ADOPTED ___ day of _____ 2016.

Connie Leon-Kreps
Mayor

ATTEST:

Yvonne P. Hamilton
Village Clerk

**APPROVED AS TO FORM FOR THE USE OF
NORTH BAY VILLAGE ONLY:**

Robert L. Switkes & Associates, P.A.
Village Attorney

North Bay Village Ordinance- Prohibition of Additional Charges for Tenant and Guest Parking.

Words ~~stricken~~ are deletion; words added are underlined.



NORTH BAY VILLAGE
NOTICE OF PUBLIC HEARING

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1. AN APPLICATION BY HUMBERTO OCARIZ FOR INSTALLATION OF A NEW BOATLIFT AT 1460 SOUTH TREASURE DRIVE, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 150.11(F) OF THE VILLAGE CODE.
2. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 152, SECTION 152.112 OF THE ZONING CODE, TO INCLUDE THE RM-40 AND RM-70 ZONING DISTRICTS AS AREAS SUBJECT TO THE VILLAGES VACATION RENTAL REGULATIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE VILLAGE CODE; AND PROVIDING AN EFFECTIVE DATE. *(FIRST READING)*
3. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 152 OF THE ZONING CODE BY REVISING SECTIONS 152.076 ENTITLED "SIGN DEFINITIONS"; 152.078 ENTITLED "PROHIBITED SIGNS"; 152.080 ENTITLED "EXEMPTED SIGNS"; 152.081 ENTITLED "TEMPORARY SIGNS"; 152.082 ENTITLED "REMOVAL OF SIGNS"; 152.083 ENTITLED "DISTRICT SIGN REGULATIONS"; 152.084 ENTITLED "VARIANCES, PLANNING"; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE VILLAGE CODE; AND PROVIDING AN EFFECTIVE DATE. *(FIRST READING)*
4. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 152, ADDING SECTION 152.033 ENTITLED "GOVERNMENT USE DISTRICT" TO CREATE STANDARDS FOR A GOVERNMENT USE ZONING DISTRICT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE VILLAGE CODE; AND PROVIDING AN EFFECTIVE DATE. *(FIRST READING)*
5. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 152, SECTION 152.003 ENTITLED "DEFINITIONS"; ADDING DEFINITIONS FOR GROW HOUSE, MARIJUANA, MARIJUANA BASED PRODUCT, MARIJUANA DISPENSARY, MOBILE MARIJUANA DISPENSARY; SECTIONS 152.026 THRU 152.029 AND 152.0296 PROHIBITING MARIJUANA DISPENSARIES (EXCEPT IN THE CG ZONING DISTRICT), GROW HOUSES, AND MOBILE MARIJUANA DISPENSARIES; SECTION 152.030 ENTITLED "CG GENERAL COMMERCIAL DISTRICT" TO ALLOW MARIJUANA DISPENSARIES AS ALLOWABLE USES; SECTION 152.044 ENTITLED "MINIMUM SPACE REQUIREMENTS" REVISE PARKING SPACE REQUIREMENTS, TO INCLUDE MARIJUANA DISPENSARIES; SECTION 152.112 ENTITLED "MARIJUANA DISPENSARIES" ADDING SECTION PROVIDING CONDITIONS FOR APPROVAL OF A MARIJUANA DISPENSARY AND OPERATING PROCEDURES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE VILLAGE CODE; AND PROVIDING AN EFFECTIVE DATE. *(FIRST READING)*

6. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 151, SECTION 151.26 ENTITLED "OFF-STREET PARKING REGULATIONS" TO PROHIBIT CHARGING FOR PARKING AT HOTEL, MOTEL, APARTMENT AND CONDOMINIUM PROPERTIES IN THE VILLAGE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE VILLAGE CODE; AND PROVIDING AN EFFECTIVE DATE. *(FIRST READING)*
7. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING TITLE XIII OF THE CODE OF ORDINANCES ENTITLED "GENERAL OFFENSES" BY CREATING CHAPTER 137 TO BE ENTITLED "SEXUAL ORIENTATION OR GENDER IDENTITY CHANGE EFFORTS," TO PROHIBIT LICENSED PROFESSIONALS FROM ENGAGING IN COUNSELING EFFORTS, PRACTICES, OR TREATMENTS WITH THE GOAL TO CHANGE A MINOR'S SEXUAL ORIENTATION OR GENDER IDENTITY; PROVIDING FOR REPEAL, SEVERABILITY, INCLUSION IN THE CODE AND AN EFFECTIVE DATE. *(SECOND HEARING)*

INTERESTED PERSONS ARE INVITED TO APPEAR AT THIS MEETING OR BE REPRESENTED BY AN AGENT, OR TO EXPRESS THEIR VIEWS IN WRITING ADDRESSED TO THE COMMISSION C/O THE VILLAGE CLERK, 1666 KENNEDY CAUSEWAY, #300, KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL 33141.
THE DOCUMENTS PERTAINING TO THIS PUBLIC HEARING MAY BE INSPECTED AT THE OFFICE OF THE VILLAGE CLERK DURING REGULAR BUSINESS HOURS AT 1666 KENNEDY CAUSEWAY, #300. INQUIRIES MAY BE DIRECTED TO THAT DEPARTMENT AT (305) 756-7171.
PURSUANT TO SECTION 286.0106, FLORIDA STATUTES, IF ANY PERSON DESIRES TO APPEAL ANY DECISION BY THE COMMISSION WITH RESPECT TO THIS OR ANY MATTER CONSIDERED AT ITS MEETING OR ITS HEARING, SUCH PERSON MUST ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEALS TO BE BASED.
THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE VILLAGE FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.

TO REQUEST THIS MATERIAL IN ACCESSIBLE FORMAT, SIGN LANGUAGE INTERPRETERS, INFORMATION ON ACCESS FOR PERSON WITH DISABILITIES, AND/OR ANY ACCOMMODATION TO REVIEW ANY DOCUMENT OR PARTICIPATE IN ANY VILLAGE-SPONSORED PROCEEDING, PLEASE CONTACT (305) 756-7171 FIVE DAYS IN ADVANCE TO INITIATE YOUR REQUEST. TTY USERS MAY ALSO CALL 711 (FLORIDA RELAY SERVICE).

YVONNE P. HAMILTON, CMC
VILLAGE CLERK
(October 5, 2016)



Staff Report Ordinance

Amending Chapter 151, Section 151.26 of the Village Code Entitled "Off-Street Parking Regulations" to prohibit charging for parking at hotels, motels, apartments and condominium properties in the Village.

*Prepared for: North Bay Village,
Commission*



Serving Florida Local Governments Since 1988

Memorandum

From: James G. LaRue, AICP
Date: October 18, 2016
Subject: Off Street Parking Charges Prohibited

Parking on Harbor Island continues to be an issue for many residents. Through the efforts of Village staff, it was discovered that many of off-street parking spaces at the newer developments were going unused, as the residents of those developments chose to use the on-street public parking spaces instead. There were two reasons cited for this situation:

1. It was often quicker and easier to park in the street, rather than to use the off-street parking garage; and
2. The owners and/or associations were charging residents and authorized guests for the use of the off-street parking spaces.

In an effort to address this problem, we were directed to write a land development code amendment which would effectively prohibit charging for the parking spaces that were required to be built as part of the development site plan approval. The code already prohibited charging residents for the first parking space provided with their unit. This proposed ordinance would prohibit charging for any parking spaces which should be assigned to the residents and guests of the residents.

The proposed text changes were recommended for approval by the Planning & Zoning Board on September 6th.





North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

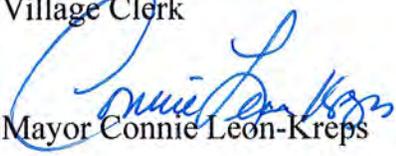
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

MEMORANDUM

North Bay Village

DATE: October 17, 2016

TO: Yvonne P. Hamilton, CMC
Village Clerk

FROM: 
Mayor Connie Leon-Kreps

SUBJECT: Introduction of Ordinance

Pursuant to Section 3.08 of the Village Charter, I hereby introduce the following Ordinance:

AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 151, SECTION 151.26 ENTITLED "OFF-STREET PARKING REGULATIONS" TO PROHIBIT CHARGING FOR PARKING AT HOTEL, MOTEL, APARTMENT AND CONDOMINIUM PROPERTIES IN THE VILLAGE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE VILLAGE CODE; AND PROVIDING AN EFFECTIVE DATE.

Accordingly, please place the item on the next available agenda.

CLK:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Andreana Jackson

Commissioner
Eddie Lim

ORDINANCE NO. _____

AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 151, SECTION 151.26 ENTITLED "OFF-STREET PARKING REGULATIONS" TO PROHIBIT CHARGING FOR PARKING AT HOTEL, MOTEL, APARTMENT AND CONDOMINIUM PROPERTIES IN THE VILLAGE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE VILLAGE CODE; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY MAYOR CONNIE LEON-KREPS)

WHEREAS, the Commission of North Bay Village has determined that parking spaces that were required to be built as part of an approved site plan should be provided to guests and tenants at no additional charge; and

WHEREAS, the Commission of North Bay Village has determined that the practice of charging additional rent or fees for parking spaces is contributing to the paucity of available public street parking spaces.

NOW, THEREFORE, BE IT ENACTED BY THE VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. Each of the above stated recitals is true and correct and incorporated herein by this reference.

Section 2. Village Code Amended. Section 151.26 of the North Bay Village Code of Ordinances is hereby amended to read as follows:

§ 151.26 – Off-street parking regulations.

- (A) Owners and operators of apartments, ~~condominiums, licensed by the Village and of hotels, or motels, and condominium associations licensed by the Village~~ are prohibited from requiring ~~guests, tenants, or guests of those tenants, to pay~~ licensed establishments from requiring the payment of any additional rent or charge for ~~on the off-street parking spaces which were required to be built according to the approved development site plan for each apartment on the premises where the apartments were required to provide spaces for off-street parking under the ordinances in effect at the time the apartments or hotels were constructed.~~

(B) The owner and operator of every apartment, hotel, and motel licensed by the Village shall be required to provide at least one parking space as a part of the lease or room rental for each tenant or guest leasing or renting the facilities where the apartment, hotel, or motel was constructed in accordance with the provisions of the Village Code and the ordinances of the Village requiring at least one off-street parking space for each apartment, hotel, or motel room.

~~(C) It shall be unlawful for any owner and operator of an apartment, hotel, or motel licensed by the Village to make any additional charge or require additional rental for the first parking space referred to in the preceding divisions of this section or to reduce the rental or charges to any tenant or guest not utilizing the parking spaces.~~

~~(D)~~(C) It shall be unlawful for any person, firm, or corporation to interfere with, or block ingress, egress, or the interior drive of any parking area constructed in accordance with the off-street parking provisions of the zoning ordinance of the Village which are currently in effect or which were in effect at the time the off-street parking plan was approved by the Village.

~~(E)~~(D) It shall be unlawful for any person, firm, or corporation owning, leasing, or occupying the premises which incorporate an off-street parking area authorized under the provisions of the Zoning Code of the Village to permit interference with ingress, egress, or the interior drive of the off-street parking area.

~~(F)~~(E) Any person, firm, or corporation owning or operating an apartment, hotel, or motel licensed by the Village that is in compliance with the provisions of divisions (A), (B) and (C) above is hereby authorized to designate individual parking spaces in the approved off-street parking area of the premises for individual tenants, guests, or units, and it shall be unlawful for any person, firm, or corporation, not so designated or otherwise authorized to use the parking spaces that have been so designated by appropriate sign stating "RESERVED FOR _____."

~~(G)~~(F) Any person violating the provisions of this section shall be subject to the maximum penalty provided by the Charter. (A)

Section 3. Repeal. All ordinances or parts of ordinances, resolutions or parts of resolutions in conflict herewith are repealed to the extent of such conflict.

Section 4. Severability. The provisions of this Ordinance are declared to be non-severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall render this Ordinance void in its entirety.

Section 5. Inclusion in the Code. It is the intention of the Village Commission, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of North Bay Village; that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 6. Effective Date. This Ordinance shall be effective immediately upon adoption on second reading.

A motion to approve the foregoing Ordinance on first reading on _____ was offered by _____, seconded by _____.

The Votes were as follows:

Mayor Connie Leon-Kreps _____
Vice Mayor Jorge Gonzalez _____
Commissioner Richard Chervony _____
Commissioner Andreana Jackson _____
Commissioner Eddie Lim _____

A motion to approve the foregoing Ordinance on first reading was offered by _____, seconded by _____.

FINAL VOTES AT ADOPTION:

Mayor Connie Leon-Kreps _____
Vice Mayor Jorge Gonzalez _____
Commissioner Richard Chervony _____
Commissioner Andreana Jackson _____
Commissioner Eddie Lim _____

DULY PASSED AND ADOPTED __ day of _____

2016

Connie Leon-Kreps
Mayor

ATTEST:

Yvonne P. Hamilton
Village Clerk

**APPROVED AS TO FORM FOR THE USE OF
NORTH BAY VILLAGE ONLY:**

Robert L. Switkes & Associates, P.A.
Village Attorney

North Bay Village Ordinance- Prohibition of Additional Charges for Tenant and Guest Parking.



NORTH BAY VILLAGE
NOTICE OF PUBLIC HEARING

PUBLIC NOTICE IS HEREBY GIVEN THAT THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON TUESDAY, OCTOBER 25, 2016 AT 7:30 P.M., OR AS SOON AS POSSIBLE THEREAFTER, AT VILLAGE HALL, 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FLORIDA. DURING THIS MEETING THE COMMISSION WILL CONSIDER THE FOLLOWING ITEMS AT PUBLIC HEARINGS:

1. AN APPLICATION BY HUMBERTO OCARIZ FOR INSTALLATION OF A NEW BOATLIFT AT 1460 SOUTH TREASURE DRIVE, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 150.11(F) OF THE VILLAGE CODE.
2. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 152, SECTION 152.112 OF THE ZONING CODE, TO INCLUDE THE RM-40 AND RM-70 ZONING DISTRICTS AS AREAS SUBJECT TO THE VILLAGE'S VACATION RENTAL REGULATIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE VILLAGE CODE; AND PROVIDING AN EFFECTIVE DATE. *(FIRST READING)*
3. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 152 OF THE ZONING CODE BY REVISING SECTIONS 152.076 ENTITLED "SIGN DEFINITIONS; 152.078 ENTITLED "PROHIBITED SIGNS"; 152.080 ENTITLED "EXEMPTED SIGNS"; 152.081 ENTITLED "TEMPORARY SIGNS"; 152.082 ENTITLED "REMOVAL OF SIGNS"; 152.083 ENTITLED "DISTRICT SIGN REGULATIONS"; 152.084 ENTITLED "VARIANCES, PLANNING"; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE VILLAGE CODE; AND PROVIDING AN EFFECTIVE DATE. *(FIRST READING)*
4. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 152, ADDING SECTION 152.063 ENTITLED "GOVERNMENT USE DISTRICT" TO CREATE STANDARDS FOR A GOVERNMENT USE ZONING DISTRICT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE VILLAGE CODE; AND PROVIDING AN EFFECTIVE DATE. *(FIRST READING)*
5. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 152, SECTION 152.003 ENTITLED "DEFINITIONS"; ADDING DEFINITIONS FOR GROW HOUSE, MARIJUANA, MARIJUANA BASED PRODUCT, MARIJUANA DISPENSARY, MOBILE MARIJUANA DISPENSARY; SECTIONS 152.026 THRU 152.029 AND 152.0296 PROHIBITING MARIJUANA DISPENSARIES (EXCEPT IN THE CG ZONING DISTRICT), GROW HOUSES, AND MOBILE MARIJUANA DISPENSARIES; SECTION 152.030 ENTITLED "CG GENERAL COMMERCIAL DISTRICT" TO ALLOW MARIJUANA DISPENSARIES AS ALLOWABLE USES; SECTION 152.044 ENTITLED "MINIMUM SPACE REQUIREMENTS" REVISE PARKING SPACE REQUIREMENTS, TO INCLUDE MARIJUANA DISPENSARIES; SECTION 152.112 ENTITLED "MARIJUANA DISPENSARIES" ADDING SECTION PROVIDING CONDITIONS FOR APPROVAL OF A MARIJUANA DISPENSARY AND OPERATING PROCEDURES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE VILLAGE CODE; AND PROVIDING AN EFFECTIVE DATE. *(FIRST READING)*
6. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 151, SECTION 151.26 ENTITLED "OFF-STREET PARKING REGULATIONS" TO PROHIBIT CHARGING FOR PARKING AT HOTEL, MOTEL, APARTMENT AND CONDOMINIUM PROPERTIES IN THE VILLAGE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE VILLAGE CODE; AND PROVIDING AN EFFECTIVE DATE. *(FIRST READING)*
7. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING TITLE XII OF THE CODE OF ORDINANCES ENTITLED "GENERAL OFFENSES" BY CREATING CHAPTER 137, TO BE ENTITLED "SEXUAL ORIENTATION OR GENDER IDENTITY CHANGE EFFORTS," TO PROHIBIT LICENSED PROFESSIONALS FROM ENGAGING IN COUNSELING EFFORTS, PRACTICES, OR TREATMENTS WITH THE GOAL TO CHANGE A MINOR'S SEXUAL ORIENTATION OR GENDER IDENTITY; PROVIDING FOR REPEAL, SEVERABILITY, INCLUSION IN THE CODE AND AN EFFECTIVE DATE. *(SECOND HEARING)*

INTERESTED PERSONS ARE INVITED TO APPEAR AT THIS MEETING OR BE REPRESENTED BY AN AGENT, OR TO EXPRESS THEIR VIEWS IN WRITING ADDRESSED TO THE COMMISSION C/O THE VILLAGE CLERK, 1666 KENNEDY CAUSEWAY, #300, KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141.

THE DOCUMENTS PERTAINING TO THIS PUBLIC HEARING MAY BE INSPECTED AT THE OFFICE OF THE VILLAGE CLERK DURING REGULAR BUSINESS HOURS AT 1666 KENNEDY CAUSEWAY, #300, INQUIRIES MAY BE DIRECTED TO THAT DEPARTMENT AT (305) 756-7171.

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES IF ANY PERSON DECIDES TO APPEAL ANY DECISION BY THE COMMISSION WITH RESPECT TO THIS OR ANY MATTER CONSIDERED AT ITS MEETING OR ITS HEARING, SUCH PERSON MUST ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

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TO REQUEST THIS MATERIAL IN ACCESSIBLE FORMAT, SIGN LANGUAGE INTERPRETERS, INFORMATION ON ACCESS FOR PERSON WITH DISABILITIES, AND/OR ANY ACCOMMODATION TO REVIEW ANY DOCUMENT OR PARTICIPATE IN ANY VILLAGE SPONSORED PROCEEDING, PLEASE CONTACT (305) 756-7171 FIVE DAYS IN ADVANCE TO INITIATE YOUR REQUEST. TTY USERS MAY ALSO CALL 711 (FLORIDA RELAY SERVICE).

YVONNE P HAMILTON, CMC
VILLAGE CLERK
October 5, 2016



Memorandum

To: Frank Rollason, Village Manager
From: James G. LaRue, AICP
Date: October 20, 2016
Subject: Marijuana Dispensary Ordinance

In anticipation of Amendment 2 potentially being approved on November 8th, which would expand Florida's existing medical marijuana program, staff was directed to prepare new zoning regulations which will ensure local control over the operation and location of marijuana dispensaries with the Village. According to Section 381.984, Florida Statutes, cities and counties have the right to regulate marijuana dispensary policies and the number of actual dispensaries.

The proposed ordinance, scheduled to be heard by the Village Commission on October 25th, contains definitions for several key terms; such as grow house, marijuana, marijuana dispensary, and marijuana based products. Business operating procedures and locational standards are also clearly delineated. These regulations provide for the proper safeguards of public health, safety and welfare in relation to marijuana dispensary uses, but are not overly restrictive. The Planning & Zoning Board reviewed this ordinance at their October 18th meeting and unanimously recommended it for Commission approval. We will be present at the Commission meeting to discuss the merits of this ordinance and recommend it as being consistent with the Village's Comprehensive Plan.

C: Yvonne Hamilton, Village Clerk
Jenorgen Guillen Deputy Village Clerk
Robert Switkes, Village Attorney
David Acosta, Assistant Village Attorney



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

MEMORANDUM

North Bay Village

DATE: October 18, 2016

TO: Yvonne P. Hamilton, CMC
Village Clerk

FROM: 
Dr. Richard Chervony
Commissioner

SUBJECT: Introduction of Ordinance

Pursuant to Section 3.08 of the Village Charter, I hereby introduce the following Ordinance:

AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 152, SECTION 152.003 ENTITLED "DEFINITIONS"; ADDING DEFINITIONS FOR GROW HOUSE, MARIJUANA, MARIJUANA BASED PRODUCT, MARIJUANA DISPENSARY, MOBILE MARIJUANA DISPENSARY; SECTIONS 152.026 THRU 152.029 AND 152.0296 PROHIBITING MARIJUANA DISPENSARIES (EXCEPT IN THE CG ZONING DISTRICT), GROW HOUSES, AND MOBILE MARIJUANA DISPENSARIES; SECTION 152.030 ENTITLED "CG GENERAL COMMERCIAL DISTRICT" TO ALLOW MARIJUANA DISPENSARIES AS ALLOWABLE USES; SECTION 152.044 ENTITLED "MINIMUM SPACE REQUIREMENTS" REVISE PARKING SPACE REQUIREMENTS, TO INCLUDE MARIJUANA DISPENSARIES; CREATING SECTION 152.113 ENTITLED "MARIJUANA DISPENSARIES" TO PROVIDE CONDITIONS FOR APPROVAL OF A MARIJUANA DISPENSARY AND OPERATING PROCEDURES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE VILLAGE CODE; AND PROVIDING AN EFFECTIVE DATE.

Accordingly, please place the item on the next available agenda.

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Andreana Jackson

Commissioner
Eddie Lim

AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 152, SECTION 152.003 ENTITLED “DEFINITIONS”; ADDING DEFINITIONS FOR GROW HOUSE, MARIJUANA, MARIJUANA BASED PRODUCT, MARIJUANA DISPENSARY, MOBILE MARIJUANA DISPENSARY; SECTIONS 152.026 THRU 152.029 AND 152.0296 PROHIBITING MARIJUANA DISPENSARIES (EXCEPT IN THE CG ZONING DISTRICT), GROW HOUSES, AND MOBILE MARIJUANA DISPENSARIES; SECTION 152.030 ENTITLED “CG GENERAL COMMERCIAL DISTRICT” TO ALLOW MARIJUANA DISPENSARIES AS ALLOWABLE USES; SECTION 152.044 ENTITLED “MINIMUM SPACE REQUIREMENTS” REVISE PARKING SPACE REQUIREMENTS, TO INCLUDE MARIJUANA DISPENSARIES; CREATING SECTION 152.113 ENTITLED “MARIJUANA DISPENSARIES” TO PROVIDE CONDITIONS FOR APPROVAL OF A MARIJUANA DISPENSARY AND OPERATING PROCEDURES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE VILLAGE CODE; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY COMMISSIONER RICHARD CHERVONY)

WHEREAS, North Bay Village is mainly a residential community with a limited area of commercial uses primarily devoted to the needs of the local population;

WHEREAS, marijuana dispensaries are commercial uses, and the Village Commission finds that such uses are not compatible with the Village’s residential areas;

WHEREAS, grow houses are both an agricultural and commercial use associated with the growing and production of marijuana, which is not compatible with the Village’s residential areas and does not conform to the limited retail/office/services character of the commercial sector of the Village;

WHEREAS, the Village’s adopted Comprehensive Plan includes in its Future Land Use Element, the following objectives and policies which are supportive of the Ordinance including:

Objective 2.1: Manage future growth and development by implementing and enforcing all existing plans and regulations and by preparing and adopting new regulations as needed.

Policy 2.1.3: Prohibit infilling of lots, expansion of existing uses, or replacement of land uses with development that is incompatible with the Future Land Use Plan by strict enforcement of development regulations.

Objective 2.2: Develop a program and policies to promote the Village’s character as an attractive waterfront community and direct future development and redevelopment to be consistent with the desired community character and goals, objectives, and policies within the Plan.

Policy 2.2.5: The Village shall continue to encourage all future land use development and redevelopment to emphasize aesthetic quality and overall acceptability to local residents.

Policy 2.3.2: Protect distinct functional areas and districts from intrusion and encroachment of incompatible uses by strict compliance to the land use plan.

WHEREAS, the Planning and Zoning Board has found that, based on the foregoing Objectives and Policies in the Comprehensive Plan, this ordinance is consistent with the Comprehensive Plan and will promote the public health, safety, and welfare of the Village.

WHEREAS, marijuana dispensaries and mobile marijuana dispensaries are a commercial use which, when present in substantial numbers, can potentially cause traffic congestion;

WHEREAS, the Planning and Zoning Board has reviewed this Ordinance at a duly advertised public hearing on October 18, 2016 and recommended approval of the Ordinance; and

WHEREAS, the Commission of North Bay Village hereby finds and declares that adoption of this Ordinance is necessary, appropriate, and advances the public interest.

NOW, THEREFORE, BE IT ENACTED BY THE VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. Each of the above stated recitals is true and correct and incorporated herein by this reference.

Section 2. Village Code Amended. Chapter 152 “Zoning” of the North Bay Village Code of Ordinances are hereby amended to read as follows:

§ 152.003 - Definitions.

Grow house. A grow house is a property, usually located in a residential neighborhood, that is primarily used for the production of marijuana but may also be used as a dwelling. The houses are typically outfitted with equipment to provide water, food, and light to the marijuana plants, and the houses themselves are usually kept in good condition to blend in with the neighborhood. Illegal electrical hookups are a common feature of grow houses, to both save money and to make it harder for authorities to identify them due to their unusually high electrical usage.

Marijuana. Marijuana is defined as Cannabis, meaning all parts of any plant of the genus Cannabis, whether growing or not; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant or its seeds or resin.

Marijuana-based product. A marijuana-based product means a product that contains marijuana or any of its derivatives, including, but not limited to, tonics, tinctures, balms, salves, lotions, sprays, ointments, drinks, foods, and pills.

Marijuana dispensary. A marijuana dispensary is a facility where marijuana or marijuana-based products are made available for medical purposes in accordance with Florida law. A marijuana dispensary may also be defined as a “dispensing organization” as provided in s. 381.986(1), Florida Statutes. Any medical marijuana treatment center at which marijuana or marijuana-

based products are dispensed as part of a program of medical treatment shall be included within the definition of a marijuana dispensary.

Mobile marijuana dispensary. A mobile marijuana dispensary is any legal entity, clinic, cooperative, club, business, or group which transports, delivers, or arranges the transportation or delivery, of marijuana or marijuana-based products to any person.

§ 152.026 - RS-1 Low Density Single-Family Residential District.

(D) Prohibited uses.

- (1) Facility or base for mobile marijuana dispensing.
- (2) Grow house.
- (3) Marijuana Dispensary.
- (4) All other uses not specifically or provisionally permitted herein.

§ 152.027 - RS-2 Medium Density Single-Family Residential District.

(D) Prohibited uses.

- (1) Facility or base for mobile marijuana dispensing.
- (2) Grow house.
- (3) Marijuana Dispensary.
- (4) All other uses not specifically or provisionally permitted herein.

§ 152.028 - RM-40 Medium Density Multiple-Family Residential District.

(E) Prohibited uses.

- (1) Facility or base for mobile marijuana dispensing.
- (2) Grow house.
- (3) Marijuana Dispensary.
- (4) All other uses not specifically or provisionally permitted herein.

§ 152.029 - RM-70 High Density Multiple-Family Residential District.

(D) Prohibited uses.

- (1) Facility or base for mobile marijuana dispensing.
- (2) Grow house.
- (3) Marijuana Dispensary.
- (4) All other uses not specifically or provisionally permitted herein.

§ 152.030 - CG General Commercial District.

(B) Uses permitted:

- (14) Marijuana dispensary meeting the requirements of Section 152.112.

§ 152.044 - Minimum space requirements.

(B) Commercial uses.

(12) Wholesale trade establishments: One space for every 300 square feet of gross floor area.

(13) Drugstores, pharmacies, and marijuana dispensaries: One space for each 200 square feet of gross floor area.

§ 152.113 – Marijuana Dispensaries.

(a) Dispensaries generally.

(1) A marijuana dispensary may distribute, purchase, sell, convey, or possess with the intent to sell or convey, marijuana or marijuana-based products for medical use only for the purpose of dispensing and selling marijuana or marijuana-based products to a qualifying patient or the patient's caregiver, all as defined and permitted by Florida law. A marijuana dispensary must be licensed by the State of Florida department regulating marijuana. A marijuana dispensary must be licensed before possessing, purchasing, conveying, distributing, or retailing marijuana or marijuana-based products, and copies of its licensure documents must be filed with the Village prior to opening for business. It is the responsibility of the owner and the operator of the marijuana dispensary to have current, valid, and unexpired state licensure documents on file at all times with the Village. No marijuana or marijuana-based products may be obtained from a grow house or marijuana farm located in the Village. All marijuana or marijuana-based products, must be sold by and at a state licensed and approved marijuana dispensary or dispensing organization, and all marijuana must be purchased from a medical marijuana farm that has a valid, state of Florida-issued permit for said purpose. A marijuana dispensary may not conduct wholesale sales or transactions.

(2) Marijuana dispensaries must at all times meet all the operating criteria for the dispensing of marijuana or marijuana-based products as required from time to time pursuant to Florida law and administrative regulations.

(b) Conditions for approval.

(1) A marijuana dispensary must be located:

(i) At least 500 feet from any single family zoned district as designated on the Village's official zoning district map; and

(ii) At least 500 feet from any parcel of land upon which a religious facility, public school, private school, public park, public playground, library, daycare center or nursery for children is located; and

(iii) At least 500 feet of from any parcel of land upon which an adult entertainment establishment is located; and

(iv) At least 50 feet from a building that contains a business that sells or dispenses alcohol; and

- (v) At least 1,000 feet from another building that contains a marijuana dispensary.
- (2) No variance shall be granted to the spacing requirements of subsection (1) above.
- (3) The minimum distance separation shall be measured by following a straight line from any portion of the building used for a marijuana dispensary to:
 - (i) The nearest point of a property designated as single family residential on the Village's official zoning district map; or
 - (ii) The nearest point of a building that contains a business that sells or dispenses alcohol; or
 - (iii) The nearest point of any property used for a religious facility, public school, private school, public park, playground, library, daycare center, nursery for children, adult entertainment center, or another marijuana dispensary.
- (4) No drive-in, drive-up, or drive through use shall be permitted as a part of any marijuana dispensary.
- (5) At a minimum, a marijuana dispensary must have storage facilities approved and meeting applicable federal and state statutes and rules. If the federal and state governments do not set minimum requirements for storage of marijuana or marijuana-based products or if federal and state law does not prohibit stricter requirements from being adopted by the Village, marijuana or marijuana-based products storage must meet the security and storage requirements for Schedule I and Schedule II drugs (as defined in s. 893.03, Florida Statutes, and 21 U.S.C. s. 812) as provided in 21 C.F.R. s. 1301.72. The storage facility or system must be located on the site of the marijuana dispensary and used solely for marijuana or marijuana-based products storage. The storage facility shall be locked and made secure when the marijuana dispensary is not open and serving the public.

(c) *Dispensary operation.*

- (1) No marijuana dispensary within the Village shall sell or distribute marijuana or marijuana-based products other than what is manufactured, grown, and processed in the State of Florida and that has not left the state before arriving at the marijuana dispensary.
- (2) It is unlawful for any person or legal entity operating a marijuana dispensary under the provisions of this code to permit any breach of peace therein or any disturbance of public order or decorum by any riotous or disorderly conduct, or otherwise.
- (3) It is unlawful for any marijuana dispensary to remain open to the public for the sale, distribution, conveyance of marijuana or marijuana-based products between the hours of 8 p.m. and 8 a.m. the next day. It is unlawful for any person or legal entity operating a marijuana dispensary under the provision of this code to permit such dispensary to remain open, or patrons to remain upon the premises, between the hours of 8 p.m. and 8 a.m. the next day.
- (4) No living marijuana plants are permitted on the site of a marijuana dispensary.
- (5) Smoking, ingesting, or other consumption.

(i) No marijuana or marijuana-based products legally obtained with a physician's recommendation or certification shall be smoked, ingested or otherwise consumed in a marijuana dispensary or in the parking lot for a marijuana dispensary. Any marijuana dispensary must, at all times when such establishment is open to the public or is selling marijuana or marijuana-based products, have a sign on the premises located where it can be readily seen and read by all customers of the marijuana dispensary which is at least six by eight and one-half inches (6" × 8.5") in size and with one-half inch (0.5") minimum lettering and contains the following information:

IT IS UNLAWFUL TO SMOKE, INGEST, OR
CONSUME MARIJUANA INSIDE, OR IN THE
PARKING LOT, OF THIS ESTABLISHMENT.

- (ii) It is unlawful for the owner or operator of any marijuana dispensary to fail to comply with this section or for any person to sell or dispense marijuana or marijuana-based products in any establishment which is not in compliance with this section. The requirements of this section apply to all marijuana dispensaries.
- (5) All sales and dispensing of marijuana or marijuana-based products shall be conducted inside the premises of the marijuana dispensary. No off-site delivery of marijuana shall be permitted by the owner, operator, or any employee of the marijuana dispensary. No mobile marijuana dispensary shall operate, or obtain marijuana or marijuana-based products, from a marijuana dispensary or grow house located in the Village.
- (6) A marijuana dispensary shall not hold or maintain a State of Florida alcoholic beverage license to sell any type of alcoholic beverages, or operate a business that sells alcoholic beverages. No alcoholic beverages may be consumed on the premises or sold within fifty (50) feet of a marijuana dispensary, except at a package store, bar, or lounge the existence which preceded the date of adoption of these provisions relating marijuana dispensaries. No package store, bar, or lounge shall locate and sell or dispense alcoholic beverages within fifty (50) feet of a marijuana dispensary.
- (7) A marijuana dispensary shall provide litter removal services and actively remove litter at least twice each day of operation on, inside the premises, in front of the premises, in any parking lot adjacent to the marijuana dispensary or used by patrons of the marijuana dispensary, and, if necessary, on public sidewalks within one-hundred (100) feet of the outer perimeter of the marijuana dispensary.
- (8) A marijuana dispensary shall provide and maintain adequate security on the premises, including fully operational lighting and alarms reasonably designed to ensure the safety of persons and to protect the premises from theft, both inside the marijuana dispensary and in the parking area adjacent to the marijuana dispensary. Any breaking and entering at a marijuana dispensary, regardless of whether marijuana or marijuana-based products are stolen, shall constitute a violation of this code section if the security alarm shall fail to activate simultaneous with the breaking and entering in a loud and audible manner within the hearing of average police officers and citizens on the public right-of-way within two (200) hundred feet of marijuana dispensary.
- (9) Notwithstanding other signage provisions of this land development code, a marijuana dispensary shall have one non-illuminated wall sign within 5 feet of the main entrance

which is between 2 and 3 square feet in area and which shall include only the following language:

ONLY INDIVIDUALS WITH LEGALLY RECOGNIZED MARIJUANA OR CANNABIS IDENTIFICATION CARDS OR A VERIFIABLE, WRITTEN RECOMMENDATION FROM A PHYSICIAN FOR MEDICAL MARIJUANA MAY OBTAIN MARIJUANA OR MARIJUANA-BASED PRODUCTS FROM A MARIJUANA DISPENSARY.

The text shall be a minimum of two inches in height. This requirement shall remain in effect so long as the system for distributing or assigning medical marijuana identification cards preserves the anonymity of the qualified patient or primary caregiver.

- (10) The marijuana dispensary shall provide the Village manager and all property owners and tenants located within one hundred (100) feet of the marijuana dispensary with the name, phone number, and e-mail or facsimile number of an on-site community relations staff person to whom one can provide notice during marijuana dispensary business hours if there are operating problems associated with the marijuana dispensary. The marijuana dispensary shall make every good faith effort to encourage neighbors to call this person to try to solve operating problems, if any, before any calls or complaints are made to the Police Department or other Village officials.
- (11) It shall be unlawful for any marijuana dispensary to employ any person to engage in the sale, distribution, conveyance of marijuana or marijuana-based products, who is not at least 18 years of age. A person under the age of 18 years of age may be employed to perform routine maintenance or janitorial work in a marijuana dispensary; provided, that such employee under the age of 18 years of age shall not handle or touch any marijuana or marijuana-based product within the marijuana dispensary.
- (12) Except as permitted in paragraph (11) above, it shall be unlawful for any marijuana dispensary to allow any person who is not at least 18 years of age on the premises during hours of operation, unless that person is a qualified patient with a valid identification card or primary caregiver with a valid identification card or a verifiable, written recommendation from a physician for medical marijuana.
- (13) A marijuana dispensary shall provide adequate seating for its patients and business invitees. A marijuana dispensary shall not direct or encourage any patient or business invitee to stand, sit (including in a parked car), or loiter outside of the building in which the marijuana dispensary is located, including parking areas, sidewalks, rights-of-way, or neighboring properties for any period of time longer than that reasonably necessary to arrive and depart. A marijuana dispensary shall post conspicuous signs on three sides of any building in which it is located that no loitering is permitted on the property.
- (14) A marijuana dispensary shall ensure that there is no queing of motor vehicles in the right-of-way or in any parking lot serving or adjacent to a marijuana dispensary. The

marijuana dispensary shall take all necessary and immediate steps to ensure compliance with this paragraph.

Section 3. Repeal. All ordinances or parts of ordinances, resolutions or parts of resolutions in conflict herewith are repealed to the extent of such conflict.

Section 4. Severability. The provisions of this Ordinance are declared to be non-severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall render this Ordinance void in its entirety.

Section 5. Inclusion in the Code. It is the intention of the Village Commission, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of North Bay Village; that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 6. Effective Date. This Ordinance shall be effective immediately upon adoption on second reading.

A motion to approve the foregoing Ordinance on first reading on _____ was offered by _____, seconded by _____.

The Votes were as follows:

Mayor Connie Leon-Kreps _____
Vice Mayor Jorge Gonzalez _____
Commissioner Richard Chervony _____
Commissioner Andreana Jackson _____
Commissioner Eddie Lim _____

A motion to approve the foregoing Ordinance on second reading was offered by _____, seconded by _____.

FINAL VOTES AT ADOPTION:

Mayor Connie Leon-Kreps _____
Vice Mayor Jorge Gonzalez _____
Commissioner Richard Chervony _____
Commissioner Andreana Jackson _____
Commissioner Eddie Lim _____

DULY PASSED AND ADOPTED __ day of _____ 2016.

Connie Leon-Kreps
Mayor

ATTEST:

Yvonne P. Hamilton
Village Clerk

**APPROVED AS TO FORM FOR THE USE OF
NORTH BAY VILLAGE ONLY:**

Robert L. Switkes & Associates, P.A.
Village Attorney



NORTH BAY VILLAGE
NOTICE OF PUBLIC HEARING

PUBLIC NOTICE IS HEREBY GIVEN THAT THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON TUESDAY, OCTOBER 25, 2016 AT 7:30 P.M., OR AS SOON AS POSSIBLE THEREAFTER, AT VILLAGE HALL, 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FLORIDA. DURING THIS MEETING THE COMMISSION WILL CONSIDER THE FOLLOWING ITEMS AT PUBLIC HEARINGS:

1. AN APPLICATION BY HUMBERTO OCARIZ FOR INSTALLATION OF A NEW BOATLIFT AT 1460 SOUTH TREASURE DRIVE, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 150.11(F) OF THE VILLAGE CODE.
 2. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 152, SECTION 152.112 OF THE ZONING CODE, TO INCLUDE THE RM-40 AND RM-70 ZONING DISTRICTS AS AREAS SUBJECT TO THE VILLAGE'S VACATION RENTAL REGULATIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE VILLAGE CODE; AND PROVIDING AN EFFECTIVE DATE. *(FIRST READING)*
 3. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 152 OF THE ZONING CODE BY REVISING SECTIONS 152.076 ENTITLED "SIGN DEFINITIONS; 152.078 ENTITLED "PROHIBITED SIGNS"; 152.080 ENTITLED "EXEMPTED SIGNS"; 152.081 ENTITLED "TEMPORARY SIGNS"; 152.082 ENTITLED "REMOVAL OF SIGNS"; 152.083 ENTITLED "DISTRICT SIGN REGULATIONS"; 152.084 ENTITLED "VARIANCES, PLANNING"; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE VILLAGE CODE; AND PROVIDING AN EFFECTIVE DATE. *(FIRST READING)*
 4. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 152, ADDING SECTION 152.033 ENTITLED "GOVERNMENT USE DISTRICT" TO CREATE STANDARDS FOR A GOVERNMENT USE ZONING DISTRICT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE VILLAGE CODE; AND PROVIDING AN EFFECTIVE DATE. *(FIRST READING)*
 5. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 152, SECTION 152.093 ENTITLED "DEFINITIONS"; ADDING DEFINITIONS FOR GROW HOUSE, MARIJUANA, MARIJUANA BASED PRODUCT, MARIJUANA DISPENSARY, MOBILE MARIJUANA DISPENSARY; SECTIONS 152.026 THRU 152.029 AND 152.0296 PROHIBITING MARIJUANA DISPENSARIES (EXCEPT IN THE CG ZONING DISTRICT), GROW HOUSES, AND MOBILE MARIJUANA DISPENSARIES; SECTION 152.030 ENTITLED "CG GENERAL COMMERCIAL DISTRICT" TO ALLOW MARIJUANA DISPENSARIES AS ALLOWABLE USES; SECTION 152.044 ENTITLED "MINIMUM SPACE REQUIREMENTS" REVISE PARKING SPACE REQUIREMENTS, TO INCLUDE MARIJUANA DISPENSARIES; SECTION 152.112 ENTITLED "MARIJUANA DISPENSARIES" ADDING SECTION PROVIDING CONDITIONS FOR APPROVAL OF A MARIJUANA DISPENSARY AND OPERATING PROCEDURES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE VILLAGE CODE; AND PROVIDING AN EFFECTIVE DATE. *(FIRST READING)*
 6. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 151, SECTION 151.26 ENTITLED "OFF-STREET PARKING REGULATIONS" TO PROHIBIT CHARGING FOR PARKING AT HOTEL, MOTEL, APARTMENT AND CONDOMINIUM PROPERTIES IN THE VILLAGE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE VILLAGE CODE; AND PROVIDING AN EFFECTIVE DATE. *(FIRST READING)*
 7. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING TITLE XII OF THE CODE OF ORDINANCES ENTITLED "GENERAL OFFENSES" BY CREATING CHAPTER 137, TO BE ENTITLED "SEXUAL ORIENTATION OR GENDER IDENTITY CHANGE EFFORTS," TO PROHIBIT LICENSED PROFESSIONALS FROM ENGAGING IN COUNSELING EFFORTS, PRACTICES, OR TREATMENTS WITH THE GOAL TO CHANGE A MINOR'S SEXUAL ORIENTATION OR GENDER IDENTITY; PROVIDING FOR REPEAL, SEVERABILITY, INCLUSION IN THE CODE AND AN EFFECTIVE DATE. *(SECOND HEARING)*
- INTERESTED PERSONS ARE INVITED TO APPEAR AT THIS MEETING OR BE REPRESENTED BY AN AGENT, OR TO EXPRESS THEIR VIEWS IN WRITING ADDRESSED TO THE COMMISSION C/O THE VILLAGE CLERK, 1666 KENNEDY CAUSEWAY, #300, KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL 33141.
- THE DOCUMENTS PERTAINING TO THIS PUBLIC HEARING MAY BE INSPECTED AT THE OFFICE OF THE VILLAGE CLERK DURING REGULAR BUSINESS HOURS AT 1666 KENNEDY CAUSEWAY, #300. INQUIRIES MAY BE DIRECTED TO THAT DEPARTMENT AT (305) 756-7171.
- PRESENTERS TO SECTION 286.0105, FLORIDA STATUTES IF ANY PERSON DECIDES TO APPEAL, ANY DECISION BY THE COMMISSION WITH RESPECT TO THIS OR ANY MATTER CONSIDERED AT ITS MEETING OR ITS HEARING, SUCH PERSON MUST ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.
- THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE VILLAGE FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.
- TO REQUEST THIS MATERIAL IN ACCESSIBLE FORMAT, SIGN LANGUAGE INTERPRETERS, INFORMATION ON ACCESS FOR PERSON WITH DISABILITIES, AND/OR ANY ACCOMMODATION TO REVIEW ANY DOCUMENT OR PARTICIPATE IN ANY VILLAGE-SPONSORED PROCEEDING, PLEASE CONTACT (305) 756-7171 FIVE DAYS IN ADVANCE TO INITIATE YOUR REQUEST. ITTY USERS MAY ALSO CALL 711 (FLORIDA RELAY SERVICE).

YVONNE P. HAMMILTON, CMC
VILLAGE CLERK
(Number: 5, 2016)

RESOLUTION NO. _____

A RESOLUTION OF THE COMISSION OF NORTH BAY VILLAGE, FLORIDA, SUPPORTING THE PROHIBITION AGAINST LICENSED PROFESSIONALS ENGAGING IN COUNSELING EFFORTS, PRACTICES, OR TREATMENTS WITH THE GOAL TO CHANGE A MINOR'S SEXUAL ORIENTATION OR GENDER IDENTITY; PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY COMMISSIONER RICHARD CHERVONY)

WHEREAS, the American Psychiatric Association published a position statement in December 1998 opposing any psychiatric treatment, including reparative or conversion therapy, which therapy regime is based upon the assumption that homosexuality *per se* is a mental disorder or that a patient should change his or her homosexual orientation; and

WHEREAS, the American Psychological Association's Task Force on Appropriate Therapeutic Responses to Sexual Orientation ("APA Task Force") concluded that sexual orientation change efforts can pose critical health risks to lesbian, gay, and bisexual people, including, among other things, confusion, depression, social withdrawal, suicidality, substance abuse, self-hatred, high-risk sexual behavior, and a feeling of being dehumanized; and

WHEREAS, following the report issued by the APA Task Force, the American Psychological Association issued a Resolution in 2009 on Appropriate Affirmative Responses to Sexual Orientation Distress and Change Efforts, advising parents, guardians, young people, and their families to avoid sexual orientation change efforts that portray homosexuality as a mental illness or developmental disorder and encouraging psychotherapy, social support, and educational services that provide accurate information on sexual orientation and sexuality, increased family and school support, and reduced rejection of sexual minority youth; and

WHEREAS, the American Academy of Child and Adolescent Psychiatry published a statement in 2012 in its journal that, "[g]iven that there is no evidence that efforts to alter sexual orientation are effective, beneficial or necessary, and the possibility that they carry the risk of significant harm, such interventions are contraindicated"; and

WHEREAS, the American Academy of Pediatrics, the American Medical Association Council of Scientific Affairs, the National Association of Social Workers, the American Counseling Association Governing Council, the American School Counselor Association, and the American Psychoanalytic Association have each asserted in reports or position statements that sexual orientation change efforts, including reparative therapy or conversion therapy, are not recommended and may be harmful; and

WHEREAS, the Pan American Health Organization issued a statement in 2012 that "[t]hese supposed conversion therapies constitute a violation of the ethical principles of health care and violate human rights that are protected by international and regional agreements"; and

WHEREAS, the Substance Abuse and Mental Health Services Administration of the United States Department of Health and Human Services issued a report in 2015 examining the scientific literature on conversion therapy and concluded that "conversion therapy-efforts to change an individual's sexual orientation, gender identity or gender expression-is a practice that is not supported by credible evidence" and that "may put young people at risk of serious harm"; and

WHEREAS, North Bay Village ("Village") has a compelling interest in protecting the physical and psychological well-being of minors, including lesbian, gay, bisexual, transgender and questioning youth, and in protecting its minors against exposure to serious harms caused by sexual orientation and gender identity change efforts; and

WHEREAS, the Village Commission hereby finds that being lesbian, gay, bisexual, or transgender is not a disease, disorder, illness, deficiency, or shortcoming, and that research has demonstrated sexual orientation and gender identity change efforts can pose critical health risks to lesbian, gay, bisexual, or transgender persons; and

WHEREAS, it is the desire of the North Bay Village Commission to support the movement to prohibit the use of sexual orientation or gender identity change efforts with minors, including reparative and conversion therapy, which have been demonstrated to be harmful to the physical and psychological well-being of lesbian, gay, bisexual, and transgender persons.

NOW, THEREFORE, BE IT ENACTED BY THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1: Each of the above stated recitals is true and correct and incorporated herein by this reference.

Section 2. The Commission of North Bay Village hereby expresses support for the movement to prohibit the use of sexual orientation or gender identity change efforts with minors, including reparative and conversion therapy, which have been demonstrated to be harmful to the physical and psychological well-being of lesbian, gay, bisexual, and transgender persons.

Section 3. The Village Clerk is hereby directed to transmit a copy of this Resolution to Senator Gwen Margolis, State Representative David Richardson, Miami-Dade County Commission, and Mayor of municipalities in Miami-Dade County.

Section 3. This Resolution shall take effect immediately upon its adoption.

The foregoing Resolution was offered by _____, who moved for its adoption. This motion was seconded by _____ and upon being put to a vote, the vote was as follows:

FINAL VOTE ON ADOPTION:

Mayor Connie Leon-Kreps _____
Vice Mayor Jorge Gonzalez _____
Commissioner Richard Chervony _____
Commissioner Adreana Jackson _____
Commissioner Eddie Lim _____

PASSED AND ENACTED by the Commission of North Bay Village this ____ day of _____ 2016.

Connie Leon-Kreps
Mayor

ATTEST:

Yvonne Hamilton, CMC, Village Clerk

APPROVED AS TO FORM FOR THE USE OF
NORTH BAY VILLAGE ONLY:

Village Attorney
Robert L. Switkes & Associates, P.A.

North Bay Village Resolution: Supporting Ban on Conversation Therapy.



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

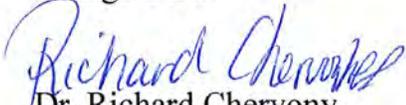
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

MEMORANDUM

North Bay Village

DATE: October 18, 2016

TO: Yvonne P. Hamilton, CMC
Village Clerk

FROM: 
Dr. Richard Chervony
Commissioner

SUBJECT: Introduction of Resolution

Pursuant to Section 3.08 of the Village Charter, I hereby introduce the following Resolution:

A RESOLUTION OF THE COMISSION OF NORTH BAY VILLAGE, FLORIDA, SUPPORTING THE PROHIBITION AGAINST LICENSED PROFESSIONALS ENGAGING IN COUNSELING EFFORTS, PRACTICES, OR TREATMENTS WITH THE GOAL TO CHANGE A MINOR'S SEXUAL ORIENTATION OR GENDER IDENTITY; PROVIDING FOR AN EFFECTIVE DATE.

Accordingly, please place the item on the next available agenda.

RC/yph

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Andreana Jackson

Commissioner
Eddie Lim

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE EXPENDITURE OF UP \$1,000 FOR ATTENDANCE AT THE OPTIMIST ANNUAL CELEBRATION DINNER; AMENDING THE FY 2017 GENERAL OPERATING BUDGET BY TRANSFERRING FUNDS FROM THE GENERAL FUND UNRESERVED FUND BALANCE; AUTHORIZING THE VILLAGE MANAGER TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY COMMISSIONER EDDIE LIM)

WHEREAS, the Optimist Club is a non-profit Village organization that provides scholarships to certain North Bay Village graduating seniors and assists with activities for youths; and

WHEREAS, the Village Commission finds that it's in the best interest of the community to contribute to this organization through attendance at this event.

WHEREAS, the Village Manager has recommended that the budget be amended to transfer \$1,000 from the General Fund Unreserved Fund Balance 001.19.019.5340 for the purchase of two tables at the Optimist Annual Celebration Dinner.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. **Recitals.** The foregoing whereas clauses are hereby ratified and confirmed as being true; and the same are hereby made a specific part of this Resolution.

Section 2. **Budget Amendment.** The Village Manager is hereby authorized to transfer up to \$468 from the General Fund Unreserved Fund Balance 001.19.019.5340 to the General Fund for the purchase of two tables at the Optimist Annual Celebration Dinner

Section 3. **Authorization of Village Officials.** The Village Manager is authorized to take all actions necessary to implement the budget amendment.

Section 4. **Effective Date.** This Resolution shall take effect immediately upon adoption.

The motion to adopt the foregoing Resolution was offered by Mayor Connie Leon-Kreps, seconded by Commissioner Richard Chervony.

THE VOTES WERE AS FOLLOW:

Mayor Connie Leon-Kreps	_____
Vice Mayor Jorge Gonzalez	_____
Commissioner Richard Chervony	_____
Commissioner Andreana Jackson	_____
Commissioner Eddie Lim	_____

PASSED AND ADOPTED this 25th day of October 2016.

Connie Leon-Kreps
Mayor

ATTEST:

Yvonne P. Hamilton, CMC
Village Clerk

**APPROVED AS TO FORM FOR USE ONLY BY
NORTH BAY VILLAGE:**

Robert L. Switkes & Associates P.A.
Village Attorney

North Bay Village Resolution: Transfer from Unreserved Fund Balance-Optimist Annual Celebration Dinner 2016.



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

MEMORANDUM

North Bay Village

DATE: October 18, 2016
TO: Yvonne P. Hamilton, CMC
Village Clerk
FROM: Commissioner Eddie Lim
SUBJECT: Introduction of Resolution

Pursuant to Section 3.08 of the Village Charter, I hereby introduce the following Resolution:

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE EXPENDITURE OF UP \$1,000 FOR ATTENDANCE AT THE OPTIMIST ANNUAL CELEBRATION DINNER; AMENDING THE FY 2017 GENERAL OPERATING BUDGET BY TRANSFERRING FUNDS FROM THE GENERAL FUND UNRESERVED FUND BALANCE; AUTHORIZING THE VILLAGE MANAGER TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

Accordingly, please place the item on the next available agenda.

EL:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Andreana Jackson

Commissioner
Eddie Lim



Staff Report Permit Application for Dock

Prepared for: North Bay Village Commission

Applicant: Humberto Ocariz

Site Address: 1460 South Treasure Drive

Request: Permit for a boat lift



Serving Florida Local Governments Since 1988

General Information

Owner	Humberto Ocariz
Applicant Address	1460 South Treasure Drive
Site Address	1460 South Treasure Drive
Contact Person	Humberto Ocariz
Contact Phone Number	305-785-3798
E-mail Address	rbocariz@gmail.com
Zoning District	RS-2
Use of Property	Single Family Home

General Description

The applicant is requesting a permit to install a new 16,000 lb capacity elevator boat lift at an existing dock. The existing dock structure extends 11 feet from the seawall into the bay. The proposed lift will extend another 9 feet.

Applicable Code Provisions

The construction or alteration of docks, piers, etc is governed by Section 150.11 and specifically subsections (A) and (F).

Section 150.11 reads as follows:

- (A) *No person, firm, or corporation shall construct, reconstruct, or repair any docks, piers, dolphins, wharfs, pilings, similar structures of any kind more than 25 feet perpendicular from the seawall or shoreline into any waterway within the corporate limits of the Village. Provided however, if construction of a docking facility is prevented by the requirement of federal, state or preemptive local environmental laws, rules and regulations (laws) whereby in order to obtain a permit for construction of a docking facility, it is necessary to exceed the same more than 25 feet perpendicular from the seawall or shoreline, the docking facility may be constructed such distance from the seawall or shoreline as may be required in order to comply with such laws by obtaining a waiver from the Village Commission in accordance with subsection (G), provided further, however the furthestmost distance seaward from the seawall or shoreline shall not exceed 75 feet including all dolphins or pilings installed beyond the seaward most line of the dock or pier but not including required rip-rap.*



- (B) *Plans and specifications for construction, reconstruction, or repair of docks, piers, dolphins, wharfs, pilings, or similar structures shall comply with all provisions of the Village Code, shall be approved by the Village Manager, and shall be kept permanently in the records of the Village. Repair or reconstruction may be made in accordance with the original plans.*
- (C) *No dock, pier, wharf, dolphin, piling, or similar structure shall be erected in the Village unless the structure is set back at least 7½ feet from the lot line on each side; and the structure shall not exceed five feet above ground level, except a joint or "party" dock may be permitted on the property line if approved by the Village Commission.*
- (D) *No person, firm, or corporation shall build, maintain, extend, or make any structural alteration on any building, dock, pier, dolphin, wharf, piling, bulkhead, seawall, or similar structure in, upon, or over the waters adjacent to Harbor Island, Treasurer Island, North Bay Island, and Cameo Island within the corporate limits of the Village, or do any filling, excavating, or dredging in the waters without first obtaining a written permit to do so from the Village Manager.*
- (E) *Application for any permit or the transfer of any permit required by this section shall be made to the Village Manager in writing on forms provided therefore. The permit shall constitute an agreement by the applicant to comply with all conditions imposed upon granting of the permit. The application shall be accompanied by plans and specifications setting forth in detail the work to be done.*
- (F) *All applications for construction or structural alterations of any building, dock, pier, dolphin, wharf, piling, bulkhead, seawall, or similar structure in, upon, or over the waters within the corporate limits of the Village shall require the approval of the Village Commission after a public hearing. During the public hearing the Village Commission shall consider safety and compatibility as criteria for approving the application.*
- (G) *Notwithstanding the provisions of paragraph (F), if an applicant seeks a dock or pier length greater than 25 feet, the Village Commission shall additionally consider the following criteria to determine if a waiver shall be granted:*
- (i) If Miami Dade Department of Environmental Management has required specific depth or location criteria; and*
 - (ii) If the Applicant has provided to the Village notarized letter(s) of consent from adjoining riparian property owners, and*
 - (iii) If the Village has received any letter(s) of objection from adjoining riparian property owners; and*



(iv) Any other factors relevant to the specific site.

- (H) The Village Commission may deny, approve, or modify the request and/or impose conditions in the permit, pursuant to paragraph (F), or granting of a waiver, pursuant to paragraph (G), which it deems necessary to protect the waterways of the Village in accordance with the public safety and the general welfare. The requirement of approval by the Village Commission shall not include applications for repair of existing structures.*
- (I) A public hearing held pursuant to this Section shall be quasi judicial and follow the hearing procedures provided in Section 29.02 of the Code.*
- (J) Nothing contained in this section shall be construed or apply to prohibiting repair or reconstruction or otherwise limiting those structures which exist at the time of adoption of this section, however, the provisions of subsections (D) and (E) above shall be complied with.*

The location of boats, docks and piers is also governed by Section 152.059, most specifically subsection (B) which reads as follows:

"(B) No docks, piers, mooring posts, or combinations thereof, may project more than 25 feet from any bulkhead line, nor extend nearer than seven and one-half feet to any adjacent property line. A waiver may be granted by the Village Commission pursuant to Section 150.11(A), upon completion of a marine survey demonstrating the minimum distances from the seawall necessary to meet the minimum depth requirements, approved by DERM, and completed by a licensed professional surveyor and mapper registered to practice in the State of Florida."

Staff Comments

The existing dock is located so that the 7.5 foot required side setbacks from the property lines are met. The proposed lift will not encroach on the required setbacks either.

The proposed length of the entire structure, including the proposed boat lift, will be 20 feet, which is within the 25 feet allowed by Village Code Section 150.11(A).

A seawall inspection was recently conducted at the site which confirmed that necessary repairs were made in 2013 and that the seawall is currently in sound condition. The Village Building Official responded to the recent seawall inspection report with a letter stating that no further action will be required (in terms of seawall repairs).

Based on the materials presented by the applicant, the proposed structures are in compliance with the applicable provisions of Sections 152.059 and 150.11. The proposed boat lift is safe and compatible.



Recommendation

Staff recommends **approval** of the proposed boat lift, with the following conditions being met prior to the issuance of a building permit:

1. Verification of the 5-foot height restriction at the time of building permit issuance.
2. Compliance with all state, federal, and environmental laws including, but not limited to, compliance with a State Programmatic General Permit as may be required by the U.S. Army Corps of Engineers. All applicable state and federal permits must be obtained before commencement of construction.
3. Building permits and related approvals must be obtained from the Building Official prior to commencement of construction.
4. Cost recovery charges must be paid pursuant to Section 152.110. Specifically, no new development application shall be accepted and no building permit shall be issued for the property until all application fees, cost recovery deposits and outstanding fees and fines related to the property (including fees related to any previous development proposal applications on the property), have been paid in full.
5. Authorization or issuance of a building permit by the Village does not in any way create a right on the part of the applicant to obtain a permit from a state or federal agency, and does not create liability on the part of the Village for issuance of a building permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes action that results in a violation of federal or state law.

Submitted by:

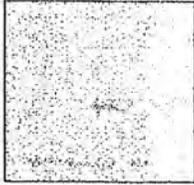
James G. LaRue
James G. LaRue, AICP
Planning Consultant

October 18, 2016

Hearing: Village Commission, October 25, 2016

Attachments: Boat Lift Plans Provided by Applicant
Seawall Inspection Report
Response to Seawall Inspection Report from NBV Building Official





LEAF ENGINEERING

April 17, 2016

Raul Rodriguez, Building Official
City of North Bay Village
Building Department
1666 Kennedy Causeway #101
North Bay Village, FL 33141

Re: Ocariz Residence's Seawall & Bulkhead Maintenance and Repair Notice (June 6, 2016)
1460 S Treasure Drive
North Bay Village, FL 33141

Dear Mr. Raul Rodriguez:

The present letter is to notify to the concerned parties and corresponding authorities that Leaf Engineering, represented by its principal officer, Leandro Fernandez, on June 16, 2016, made a visit to the residence located at the address mentioned above and performed a visual inspection of the complete seawall system to verify its present condition. The seawall system is covered by the the marginal dock and the decking extending over the seawall cap.

The seawall system was repaired in 2013. New batter piles at 10'-0" on center were installed and a new 2.7' x 1.8' seawall cap built.

During such inspection we found no visible damage on any of the structural elements of the seawall system. The seawall system is in sound conditions. See pictures attached.

Based upon our structural design, as well as on field construction inspection experience we can attest that to the best of our knowledge, belief and professional judgment that the structure of the seawall inspected is in sound condition, does not represent any risk of structural nature and it does not require any maintenance or repairs at the present time.

Should you have any question or need additional information regarding the statement above, please do not hesitate to contact our office.

Respectfully,



6-17-16

LEANDRO FERNANDEZ, PE
FL PE# 71519
LEAF ENGINEERING
CA# 29777



LEAF ENGINEERING
85 NW 86 STREET, MIAMI, FLORIDA 33150
786.390.7493 leaf@leafengineering.net





North Bay Village
Building Department

1666 Kennedy Causeway #101, North Bay Village, FL 33141
Tel: (305) 754-6740 Fax: (305) 756-7722

July 5, 2016

Humberto & Rebecca Ocariz
1460 S Treasure Drive
North Bay Village, FL 33141

Re: Seawall and Bulkhead
1460 S Treasure Dr
North Bay Village, FL 33141

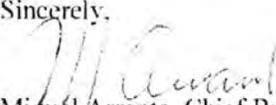
Dear Property Owner:

This letter is to confirm that the Building Official has reviewed the Seawall Inspection Report dated June 17, 2016 submitted by Leandro Fernandez PE #71519 with regards to the seawall and bulkhead at the above referenced property.

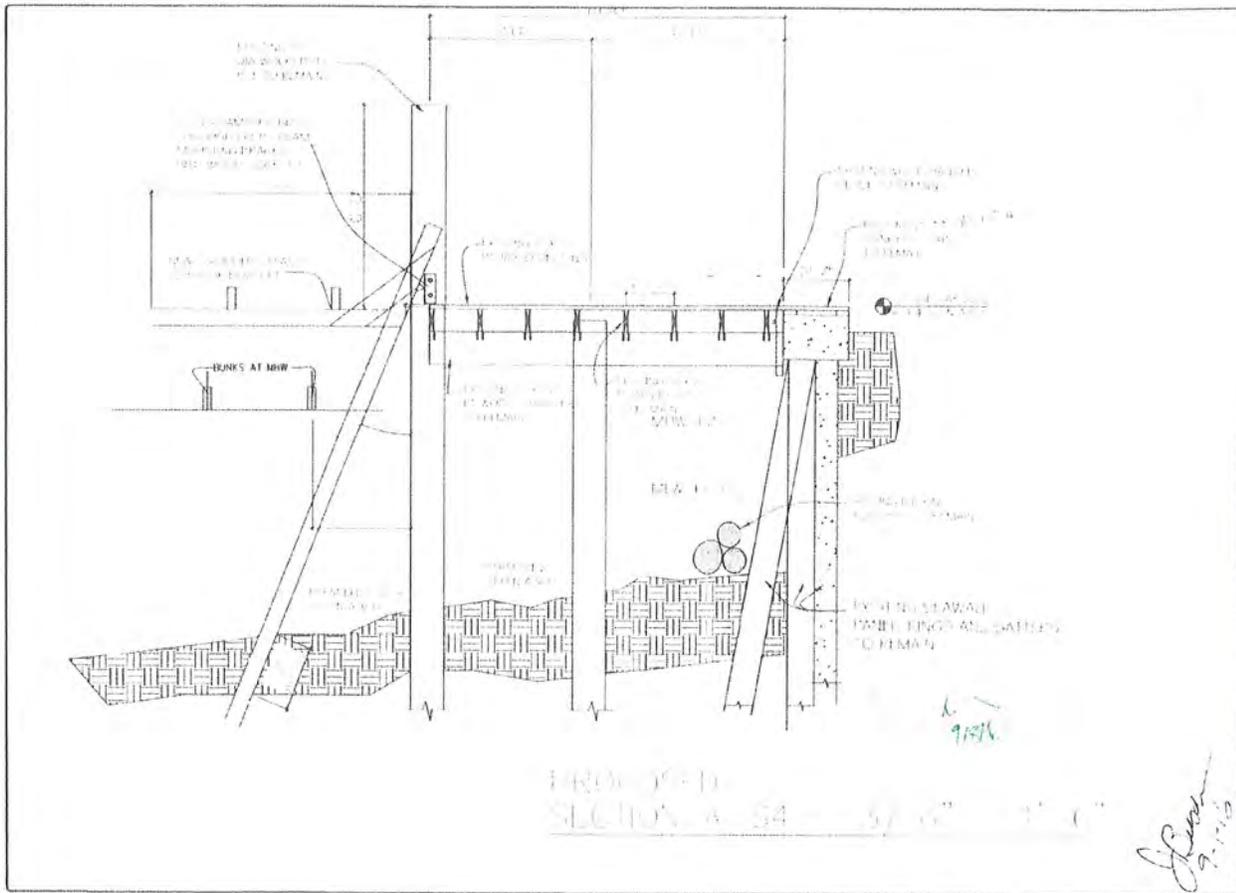
Please consider this letter as a formal notice that, based on the report, no further action will be required.

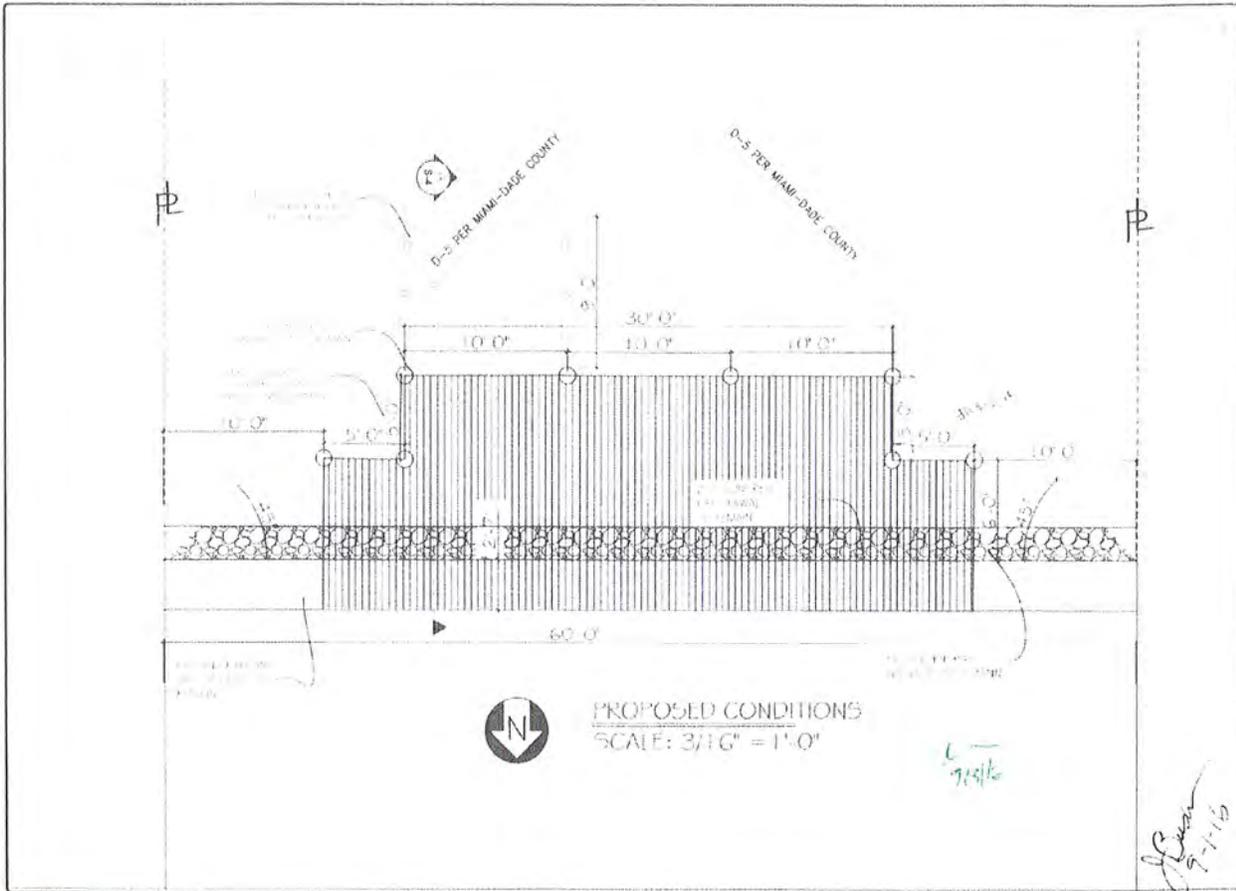
If you have any questions, please contact the Building Department at (305) 754-6740 Monday through Friday between the hours of 8:00 A.M. and 4:00 P.M. Thank you for your cooperation in this matter.

Sincerely,


Miguel Arronte, Chief Building Inspector
c/o Raul Rodriguez, Chief Building Official









North Bay Village
 Administrative Offices
 1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141
 Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

SEP15 9:56AM

DOCK APPLICATION FOR PUBLIC HEARING

Page 1 of 3

Site Address 1460 S, TREASURE DRIVE
 Owner Name Humberto Cariz Owner Phone # 305 785 3798
 Owner Mailing Address 1460 S Treasure Drive, NBV, FL 33141
 Applicant Name Humberto Cariz Applicant Phone # 305 785 3798
 Applicant Mailing Address RBOCARIZ @ gmail.com
 Contact Person Humberto Cariz Contact Phone # 305 785 3798
 Contact Email Address RBOCARI2 @ gmail.com
 Legal Description of Property Treasure Island PB 50-67 Lot 28 B1C1
 Existing Zoning _____ Lot Size 60x150 Folio Number 23-3209-009-0270
 Legal Description Treasure Island PB 50-67 Lot 28 B1C1
 Project Description 16 k elevator L.A. installation

 Dock Length Measured Perpendicular from Seawall See ATTACHED

Mandatory Submittals (Applicant must check that each item is included with this application)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Site plans which depict: | <input checked="" type="checkbox"/> Property survey |
| North point | <input checked="" type="checkbox"/> Elevations |
| Scale at 1/16 inch to the foot, or larger | <input checked="" type="checkbox"/> DERM approval |
| Date of preparation | <input type="checkbox"/> Application fees \$ <u>300.00</u> |
| Dock structures | <input type="checkbox"/> Cost recovery deposit |
| Any mechanical equipment | |
| Any exterior lighting | |
| Any other physical features | |

Mayor
 Connie Leon-Kreps

Vice Mayor
 Eddie Lim

Commissioner
 Dr. Richard Chervony

Commissioner
 Wendy Duvall

Commissioner
 Jorge Gonzalez

DOCK APPLICATION FOR PUBLIC HEARING

Page 2 of 3

Applications are incomplete until all mandatory submittals have been received by the Village Clerk.

All requests for dock approval from the North Bay Village Code shall be considered at Public Hearings before the Village Commission. Notice of Hearing shall be given by publishing and posting on the property (which is the subject of the request), the time, the place and the nature of the hearing at least 10 days before the hearing. The Village Clerk shall certify that the petition is complete before the hearing is legally advertised. All applications shall be submitted to the Village Clerk on or before the deadline implemented by the Village.

All persons, firms, or corporations requesting dock approval from the Village Commission necessitating the publication of notices in the newspaper, and all relative thereto, the payment of such money in advance to the Village Clerk shall be deemed a condition precedent to the consideration of such a variance request, pursuant to Section 152.110 of the Village Code.

All new and substantial improvements must comply with the Florida Building Code, Department of Environmental Resource Management (DERM), and FEMA regulations.

I (We) the undersigned, am (are) the (owner, tenant, agent, attorney) (designate one) of the subject property herein described. I (We) acknowledge and agree that during the consideration of the application before the Staff of North Bay Village, no rights shall vest on behalf of the applicant, which would be enforceable against the Village until after a Public Meeting is held by the Village Commission has voted favorable on the proposed request.

I (We) further acknowledge that I (We) have read and understand the conditions for appearance before the Planning and Zoning Board and the Village Commission pursuant to the Village Code Section 152.096. Any person submitting false information or misrepresenting in their presentation shall have all privileges granted to them by the Village Commission revoked.



Authorized Signature [Handwritten Signature]

Print Name Humberto Ocariz

(In case of corporate ownership, the authorized signature shall be accompanied by a notation of the signer's position in the corporation and embossed with the corporate seal.)

STATE OF FLORIDA
COUNTY OF Miami-Dade

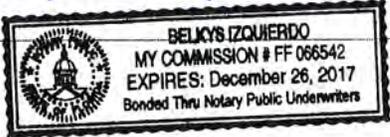
Sworn to and subscribed to before me this 13th day of September, 2016,

by Humberto Ocariz

who is personally known to me or who has produced _____ as identification.

Notary Public Signature [Handwritten Signature]

Commission Number/Expiration _____



- Mayor
Connie Leon-Kreps
- Vice Mayor
Eddie Lim
- Commissioner
Dr. Richard Chervony
- Commissioner
Wendy Duvall
- Commissioner
Jorge Gonzalez

DOCK APPLICATION FOR PUBLIC HEARING

Page 3 of 3

Office Use Only:

Date Submitted: 9/15/16

Tentative Meeting Date: October 25, 2016

Fee Paid: \$ 300.00

Cash or Check # 6496

Date Paid: 9/15/16

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Jorge Gonzalez



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

MEMORANDUM

North Bay Village

DATE: October 18, 2016

TO: Yvonne P. Hamilton, CMC
Village Clerk

FROM: Frank K. Rollason
Village Manager

SUBJECT: Introduction of Resolution

Pursuant to Section 3.08 of the Village Charter, I hereby introduce the following Resolution:

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN APPLICATION BY HUMBERTO OCARIZ FOR INSTALLATION OF A NEW BOATLIFT ON AN EXISTING DOCK AT 1460 SOUTH TREASURE DRIVE, PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

Accordingly, please place the item on the next available agenda.

FKR/yph

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Andreana Jackson

Commissioner
Eddie Lim

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN APPLICATION BY HUMBERTO OCARIZ FOR INSTALLATION OF A NEW BOATLIFT ON AN EXISTING DOCK AT 1460 SOUTH TREASURE DRIVE, PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)

WHEREAS, Humberto Ocariz has applied to North Bay Village for permission to install a new boatlift on an existing dock at 1460 South Treasure Drive, Treasure Island, North Bay Village, Florida, in the RS-2, Single-Family Residential Zoning District; and

WHEREAS, Section 150.11(F) of the North Bay Village Code of Ordinances requires all applications for construction of boatlifts to be approved by the Village Commission; and.

WHEREAS, in accordance with Section 150.11(F) of the Village Code, a public hearing by the Village Commission was noticed for Tuesday, October 25, 2016, 2016, at 7:30 p.m. at Village Hall, 1666 Kennedy Causeway, Suite 101, North Bay Village, Florida 33141 and all interested parties have had the opportunity to address their comments to the Village Commission.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals.

The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. Findings.

In accordance with Section 150.11(F) of the Village Code, the Village Commission, having considered the testimony and evidence in the record presented by all parties, finds that the boatlift is safe and environmentally compatible

Section 3. Grant.

In accordance with Section 150.11(F) of the North Bay Village Code of Ordinances, approval is granted to install a new boatlift at the marina at 1460 South Treasure Drive, in accordance with the Site Plan submitted to the Village Clerk's Office.

Section 4. Conditions.

Approval is granted with the condition that the following items are met prior to issuance of a Building Permit:

1. Verification of the 5 foot height restriction at the time of building permit issuance.
2. Compliance with all state, federal, and environmental laws including, but not limited to, compliance with a State Programmatic General Permit as may be required by the U.S. Army Corps of Engineers. All applicable state and federal permits must be obtained before commencement of construction.
3. Building permits and related approvals must be obtained from the Building Official prior to commencement of construction.
4. Cost recovery charges must be paid pursuant to Section 152.110. Specifically, no new development application shall be accepted and no building permit shall be issued for the property until all application fees, cost recovery deposits and outstanding fees and fines related to the property (including fees related to any previous development proposal applications on the property), have been paid in full.
5. Authorization or issuance of a building permit by the Village does not in any way create a right on the part of the applicant to obtain a permit from a state or federal agency, and does not create liability on the part of the Village for issuance of a building permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes action that results in a violation of federal or state law.

Section 5. Appeal.

In accordance with Section 152.104 of the Village Code, the Applicant, or any aggrieved property owner, may appeal the decision of the Village Commission by filing a Writ of Certiorari to the Circuit Court of Miami-Dade County, Florida, in accordance with the Florida Rules of Appellate Procedure.

Section 6. Violation of Terms and Conditions.

Failure to adhere to the terms and conditions contained in this Resolution in Section 4 shall be considered a violation of this Resolution and persons found violating the conditions shall be subject to the penalties prescribed by the Village Code, including but not limited to the revocation of any of the approval(s) granted in this Resolution.

The Applicant understands and acknowledges that it must comply with all other applicable requirements of the Village Code before it may commence construction or operation, and that the foregoing approval in this Resolution may be revoked by the Village at any time upon a determination that the Applicant is in non-compliance with the Village Code.

Section 7. Effective Date.

This Resolution shall become effective upon its adoption.

The motion to adopt the foregoing Resolution was offered by _____, seconded by _____.

FINAL VOTE AT ADOPTION:

Mayor Connie Leon-Kreps	_____
Vice Mayor Jorge Gonzalez	_____
Commissioner Richard Chervony	_____
Commissioner Andreana Jackson	_____
Commissioner Eddie Lim	_____

PASSED and ADOPTED this 25th day of October 2016.

MAYOR CONNIE LEON-KREPS

ATTEST:

YVONNE P. HAMILTON, CMC
Village Clerk

APPROVED AS TO FORM:

Robert L. Switkes & Associates, P.A.
Village Attorney

North Bay Village Resolution: Installation of Boatlift at 1460 South Treasure Drive.



North Bay Village

Administrative Offices

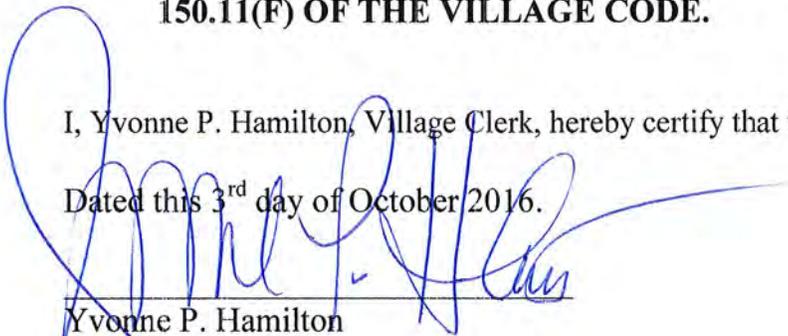
1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

RE: AN APPLICATION BY HUMBERTO OCARIZ FOR INSTALLATION OF A NEW BOATLIFT AT 1460 SOUTH TREASURE DRIVE, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 150.11(F) OF THE VILLAGE CODE.

I, Yvonne P. Hamilton, Village Clerk, hereby certify that that the petition filed hereto is correct.

Dated this 3rd day of October 2016.



Yvonne P. Hamilton
Village Clerk

(North Bay Village Commission Meeting – October 25, 2016)

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Andreana Jackson

Commissioner
Eddie Lim



North Bay Village

Administrative Offices

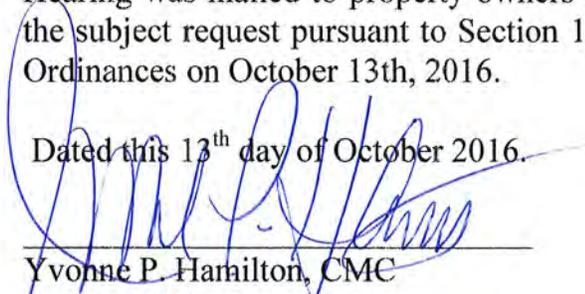
1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

RE: AN APPLICATION BY HUMBERTO OCARIZ FOR INSTALLATION OF A NEW BOATLIFT AT 1460 SOUTH TREASURE DRIVE, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 150.11(F) OF THE VILLAGE CODE.

I, Yvonne P. Hamilton, Village Clerk, hereby certify that the attached Notice of Public Hearing was mailed to property owners and residents within 300 feet of the property of the subject request pursuant to Section 152.096(A)(2) of the North Bay Village Code of Ordinances on October 13th, 2016.

Dated this 13th day of October 2016.



Yvonne P. Hamilton, CMC
Village Clerk

North Bay Village Commission Meeting – October 25, 2016

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Andreana Jackson

Commissioner
Eddie Lim



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

RE: AN APPLICATION BY HUMBERTO OCARIZ FOR INSTALLATION OF A NEW BOATLIFT AT 1460 SOUTH TREASURE DRIVE, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 150.11(F) OF THE VILLAGE CODE.

I, Yvonne P. Hamilton, hereby certify that the attached Notice of Public Hearing to be held on October 25, 2016 was posted at the above-referenced property on October 15, 2016.

Dated this 18th day of October 2016.

Yvonne P. Hamilton
Village Clerk

(North Bay Village Commission Meeting – October 25, 2016)

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Andreana Jackson

Commissioner
Eddie Lim



NORTH BAY VILLAGE
NOTICE OF PUBLIC HEARING

PUBLIC NOTICE IS HEREBY GIVEN THAT THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON **TUESDAY, OCTOBER 25, 2016** AT 7:30 P.M., OR AS SOON AS POSSIBLE THEREAFTER, AT VILLAGE HALL, 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FLORIDA. DURING THIS MEETING THE COMMISSION WILL CONSIDER THE FOLLOWING REQUEST AT PUBLIC HEARING:

- 1. AN APPLICATION BY HUMBERTO OCARIZ FOR INSTALLATION OF A NEW BOATLIFT AT 1460 SOUTH TREASURE DRIVE, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 150.11(F) OF THE VILLAGE CODE.**

INTERESTED PERSONS ARE INVITED TO APPEAR AT THIS MEETING OR BE REPRESENTED BY AN AGENT, OR TO EXPRESS THEIR VIEWS IN WRITING ADDRESSED TO THE COMMISSION C/O THE VILLAGE CLERK, 1666 KENNEDY CAUSEWAY, #300, KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL 33141.

THE DOCUMENTS PERTAINING TO THIS PUBLIC HEARING MAY BE INSPECTED AT THE OFFICE OF THE VILLAGE CLERK DURING REGULAR BUSINESS HOURS AT 1666 KENNEDY CAUSEWAY, #300. INQUIRIES MAY BE DIRECTED TO THAT DEPARTMENT AT (305) 756-7171.

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES IF ANY PERSON DECIDES TO APPEAL ANY DECISION BY THE COMMISSION WITH RESPECT TO THIS OR ANY MATTER CONSIDERED AT ITS MEETING OR ITS HEARING, SUCH PERSON MUST ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE VILLAGE FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.

TO REQUEST THIS MATERIAL IN ACCESSIBLE FORMAT, SIGN LANGUAGE INTERPRETERS, INFORMATION ON ACCESS FOR PERSON WITH DISABILITIES, AND/OR ANY ACCOMMODATION TO REVIEW ANY DOCUMENT OR PARTICIPATE IN ANY VILLAGE-SPONSORED PROCEEDING, PLEASE CONTACT (305) 756-7171 FIVE DAYS IN ADVANCE TO INITIATE YOUR REQUEST. TTY USERS MAY ALSO CALL 711 (FLORIDA RELAY SERVICE).

YVONNE P. HAMILTON, CMC
VILLAGE CLERK
(October 13, 2016)

Owner/Occupant
1440 S. Treasure Drive
N. Bay Village, FL 33141

Owner/Occupant
1450 S. Treasure Drive
N. Bay Village, FL 33141

Owner/Occupant
1460 S. Treasure Drive
N. Bay Village, FL 33141

Owner/Occupant
1470 S. Treasure Drive
N. Bay Village, FL 33141

Owner/Occupant
1480 S. Treasure Drive
N. Bay Village, FL 33141

Owner/Occupant
1500 S. Treasure Drive
N. Bay Village, FL 33141

Owner/Occupant
1510 S. Treasure Drive
N. Bay Village, FL 33141

Owner/Occupant
1520 S. Treasure Drive
N. Bay Village, FL 33141

Owner/Occupant
1540 S. Treasure Drive
N. Bay Village, FL 33141

Owner/Occupant
1441 S. Treasure Drive
N. Bay Village, FL 33141

Owner/Occupant
1471 S. Treasure Drive
N. Bay Village, FL 33141

Owner/Occupant
1501 S. Treasure Drive
N. Bay Village, FL 33141

Owner/Occupant
1521 S. Treasure Drive
N. Bay Village, FL 33141

Owner/Occupant
7500 W. Treasure Drive
N. Bay Village, FL 33141

Owner/Occupant
7504 W. Treasure Drive
N. Bay Village, FL 33141

Owner/Occupant
7508 W. Treasure Drive
N. Bay Village, FL 33141

Owner/Occupant
7512 W. Treasure Drive
N. Bay Village, FL 33141

Owner/Occupant
7516 W. Treasure Drive
N. Bay Village, FL 33141

Owner/Occupant
7517 W. Treasure Drive
N. Bay Village, FL 33141

Owner/Occupant
7513 W. Treasure Drive
N. Bay Village, FL 33141

Owner/Occupant
7509 W. Treasure Drive
N. Bay Village, FL 33141

Owner/Occupant
7505 W. Treasure Drive
N. Bay Village, FL 33141

Owner/Occupant
7504 Adventure Avenue
N. Bay Village, FL 33141

Owner/Occupant
7508 Adventure Avenue
N. Bay Village, FL 33141

Owner/Occupant
7512 Adventure Avenue
N. Bay Village, FL 33141

Owner/Occupant
7516 Adventure Avenue
N. Bay Village, FL 33141

Owner/Occupant
7517 Adventure Avenue
N. Bay Village, FL 33141

Owner/Occupant
7513 Adventure Avenue
N. Bay Village, FL 33141

Owner/Occupant
7509 Adventure Avenue
N. Bay Village, FL 33141

Owner/Occupant
7505 Adventure Avenue
N. Bay Village, FL 33141

Owner/Occupant
7504 Bounty Avenue
N. Bay Village, FL 33141

Owner/Occupant
7508 Bounty Avenue
N. Bay Village, FL 33141

Owner/Occupant
7512 Bounty Avenue
N. Bay Village, FL 33141

Owner/Occupant
7516 Bounty Avenue
N. Bay Village, FL 33141



NORTH BAY VILLAGE
NOTICE OF PUBLIC HEARING

PUBLIC NOTICE IS HEREBY GIVEN THAT THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON TUESDAY, OCTOBER 25, 2016 AT 7:30 P.M. OR AS SOON AS POSSIBLE THEREAFTER, AT VILLAGE HALL, 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FLORIDA. DURING THIS MEETING THE COMMISSION WILL CONSIDER THE FOLLOWING ITEMS AT PUBLIC HEARINGS:

1. AN APPLICATION BY HUMBERTO OCARIZ FOR INSTALLATION OF A NEW BOATLIFT AT 1460 SOUTH TREASURE DRIVE, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 150.11(F) OF THE VILLAGE CODE.
2. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 152, SECTION 152.112 OF THE ZONING CODE, TO INCLUDE THE RM-40 AND RM-70 ZONING DISTRICTS AS AREAS SUBJECT TO THE VILLAGES VACATION RENTAL REGULATIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE VILLAGE CODE; AND PROVIDING AN EFFECTIVE DATE. *(FIRST READING)*
3. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 152 OF THE ZONING CODE BY REVISING SECTIONS 152.076 ENTITLED "SIGN DEFINITIONS; 152.078 ENTITLED "PROHIBITED SIGNS"; 152.080 ENTITLED "EXEMPTED SIGNS"; 152.081 ENTITLED "TEMPORARY SIGNS"; 152.082 ENTITLED "REMOVAL OF SIGNS"; 152.083 ENTITLED "DISTRICT SIGN REGULATIONS"; 152.084 ENTITLED "VARIANCES, PLANNING"; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE VILLAGE CODE; AND PROVIDING AN EFFECTIVE DATE. *(FIRST READING)*
4. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 152, ADDING SECTION 152.033 ENTITLED "GOVERNMENT USE DISTRICT" TO CREATE STANDARDS FOR A GOVERNMENT USE ZONING DISTRICT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE VILLAGE CODE; AND PROVIDING AN EFFECTIVE DATE. *(FIRST READING)*
5. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 152, SECTION 152.003 ENTITLED "DEFINITIONS"; ADDING DEFINITIONS FOR GROW HOUSE, MARIJUANA, MARIJUANA BASED PRODUCT, MARIJUANA DISPENSARY, MOBILE MARIJUANA DISPENSARY; SECTIONS 152.026 THRU 152.029 AND 152.0296 PROHIBITING MARIJUANA DISPENSARIES (EXCEPT IN THE CG ZONING DISTRICT), GROW HOUSES, AND MOBILE MARIJUANA DISPENSARIES; SECTION 152.030 ENTITLED "CG GENERAL COMMERCIAL DISTRICT" TO ALLOW MARIJUANA DISPENSARIES AS ALLOWABLE USES; SECTION 152.044 ENTITLED "MINIMUM SPACE REQUIREMENTS" REVISE PARKING SPACE REQUIREMENTS, TO INCLUDE MARIJUANA DISPENSARIES; SECTION 152.112 ENTITLED "MARIJUANA DISPENSARIES" ADDING SECTION PROVIDING CONDITIONS FOR APPROVAL OF A MARIJUANA DISPENSARY AND OPERATING PROCEDURES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE VILLAGE CODE; AND PROVIDING AN EFFECTIVE DATE. *(FIRST READING)*
6. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 151, SECTION 151.26 ENTITLED "OFF-STREET PARKING REGULATIONS" TO PROHIBIT CHARGING FOR PARKING AT HOTEL, MOTEL, APARTMENT AND CONDOMINIUM PROPERTIES IN THE VILLAGE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE VILLAGE CODE; AND PROVIDING AN EFFECTIVE DATE. *(FIRST READING)*
7. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING TITLE XIII OF THE CODE OF ORDINANCES ENTITLED "GENERAL OFFENSES" BY CREATING CHAPTER 157, TO BE ENTITLED "SEXUAL ORIENTATION OR GENDER IDENTITY CHANGE EFFORTS," TO PROHIBIT LICENSED PROFESSIONALS FROM ENGAGING IN COUNSELING EFFORTS, PRACTICES, OR TREATMENTS WITH THE GOAL TO CHANGE A MINOR'S SEXUAL ORIENTATION OR GENDER IDENTITY; PROVIDING FOR REPEAL, SEVERABILITY, INCLUSION IN THE CODE AND AN EFFECTIVE DATE. *(SECOND HEARING)*

INTERESTED PERSONS ARE INVITED TO APPEAR AT THIS MEETING OR BE REPRESENTED BY AN AGENT, OR TO EXPRESS THEIR VIEWS IN WRITING ADDRESSED TO THE COMMISSION C/O THE VILLAGE CLERK, 1666 KENNEDY CAUSEWAY, #300, KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL 33141. THE DOCUMENTS PERTAINING TO THIS PUBLIC HEARING MAY BE INSPECTED AT THE OFFICE OF THE VILLAGE CLERK DURING REGULAR BUSINESS HOURS AT 1666 KENNEDY CAUSEWAY, #300, INQUIRIES MAY BE DIRECTED TO THAT DEPARTMENT AT (305) 756-7171.

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES IF ANY PERSON DECIDES TO APPEAL ANY DECISION BY THE COMMISSION WITH RESPECT TO THIS OR ANY MATTER CONSIDERED AT ITS MEETING OR ITS HEARING, SUCH PERSON MUST ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE VILLAGE FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.

TO REQUEST THIS MATERIAL IN ACCESSIBLE FORMAT, SIGN LANGUAGE INTERPRETERS, INFORMATION ON ACCESS FOR PERSON WITH DISABILITIES, AND/OR ANY ACCOMMODATION TO REVIEW ANY DOCUMENT OR PARTICIPATE IN ANY VILLAGE-SPONSORED PROCEEDING, PLEASE CONTACT (305) 756-7171 FIVE DAYS IN ADVANCE TO INITIATE YOUR REQUEST. TTY USERS MAY ALSO CALL 711 (FLORIDA RELAY SERVICE).

YVONNE P. HAMILTON, CMC
VILLAGE CLERK
(October 5, 2016)

ORDINANCE NO. _____

AN ORDINANCE OF THE COMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING TITLE XIII OF THE CODE OF ORDINANCES ENTITLED "GENERAL OFFENSES" BY CREATING CHAPTER 137, TO BE ENTITLED "SEXUAL ORIENTATION OR GENDER IDENTITY CHANGE EFFORTS," TO PROHIBIT LICENSED PROFESSIONALS FROM ENGAGING IN COUNSELING EFFORTS, PRACTICES, OR TREATMENTS WITH THE GOAL TO CHANGE A MINOR'S SEXUAL ORIENTATION OR GENDER IDENTITY; PROVIDING FOR REPEAL, SEVERABILITY, INCLUSION IN THE CODE AND AN EFFECTIVE DATE. (INTRODUCED BY MAYOR CONNIE LEON-KREPS)

WHEREAS, the American Psychiatric Association published a position statement in December 1998 opposing any psychiatric treatment, including reparative or conversion therapy, which therapy regime is based upon the assumption that homosexuality *per se* is a mental disorder or that a patient should change his or her homosexual orientation; and

WHEREAS, the American Psychological Association's Task Force on Appropriate Therapeutic Responses to Sexual Orientation ("APA Task Force") concluded that sexual orientation change efforts can pose critical health risks to lesbian, gay, and bisexual people, including, among other things, confusion, depression, social withdrawal, suicidality, substance abuse, self-hatred, high-risk sexual behavior, and a feeling of being dehumanized; and

WHEREAS, following the report issued by the APA Task Force, the American Psychological Association issued a Resolution in 2009 on Appropriate Affirmative Responses to Sexual Orientation Distress and Change Efforts, advising parents, guardians, young people, and their families to avoid sexual orientation change efforts that portray homosexuality as a mental illness or developmental disorder and encouraging psychotherapy, social support, and educational services that provide accurate information on sexual orientation and sexuality, increased family and school support, and reduced rejection of sexual minority youth; and

WHEREAS, the American Academy of Child and Adolescent Psychiatry published a statement in 2012 in its journal that, "[g]iven that there is no evidence that efforts to alter sexual orientation are effective, beneficial or necessary, and the possibility that they carry the risk of significant harm, such interventions are contraindicated"; and

WHEREAS, the American Academy of Pediatrics, the American Medical Association Council of Scientific Affairs, the National Association of Social Workers, the American Counseling Association Governing Council, the American School Counselor Association, and the American Psychoanalytic Association have each asserted in reports or position statements that sexual orientation change efforts, including reparative therapy or conversion therapy, are not recommended and may be harmful; and

WHEREAS, the Pan American Health Organization issued a statement in 2012 that "[t]hese supposed conversion therapies constitute a violation of the ethical principles of health care and violate human rights that are protected by international and regional agreements"; and

WHEREAS, the Substance Abuse and Mental Health Services Administration of the United States Department of Health and Human Services issued a report in 2015 examining the scientific literature on conversion therapy and concluded that "conversion therapy-efforts to change an individual's sexual orientation, gender identity or gender expression-is a practice that is not supported by credible evidence" and that "may put young people at risk of serious harm"; and

WHEREAS, North Bay Village ("Village") has a compelling interest in protecting the physical and psychological well-being of minors, including lesbian, gay, bisexual, transgender and questioning youth, and in protecting its minors against exposure to serious harms caused by sexual orientation and gender identity change efforts; and

WHEREAS, the Village Commission hereby finds that being lesbian, gay, bisexual, or transgender is not a disease, disorder, illness, deficiency, or shortcoming, and that research has demonstrated sexual orientation and gender identity change efforts can pose critical health risks to lesbian, gay, bisexual, or transgender persons; and

WHEREAS, it is the desire of the North Bay Village Commission to prohibit, within the geographic boundaries of the Village, the use of sexual orientation or gender identity change efforts with minors, including reparative and conversion therapy, which have been demonstrated to be harmful to the physical and psychological well-being of lesbian, gay, bisexual, and transgender persons.

NOW, THEREFORE, BE IT ENACTED BY THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1: Recitals Adopted. Each of the above stated recitals is true and correct and incorporated herein by this reference.

Section 2: Village Code Amended. TITLE XIII of the Code of Ordinances of North Bay Village, entitled "General Offenses" is hereby amended to create Chapter 137 as follows:

- A. Creation of new Chapter 137 entitled "Sexual Orientation or Gender Identity Change Efforts," to read as follows:

TITTLE XIII: - GENERAL OFENSES

* * *

CHAPTER 137 - Sexual Orientation or Gender Identity Change Efforts

§137.01 Definitions.

The following words, terms, and phrases, when used in this Section, shall have the meanings ascribed to them in this Section, except when the context clearly indicates a different meaning:

Conversion therapy means any counseling, practice, or treatment performed with the goal of changing a person's sexual orientation or gender identity including, but not limited to, efforts to change behaviors, gender expression, or to reduce or eliminate sexual or romantic attraction or feelings toward a person of the same gender. Conversion therapy does not include counseling that:

- a) Provides support to a person undergoing gender transition; or
- b) Provides acceptance, support, and understanding of a person or facilitates a person's coping, social support, and identity exploration and development, including sexual orientation-neutral interventions to prevent or address unlawful conduct or unsafe sexual practices, if such counseling is not conducted with the goal of changing the person's sexual orientation or gender identity.

Minor means a person less than eighteen (18) years of age.

Reparative therapy has the same meaning as conversion therapy defined in this section.

§137.02 Conversion therapy prohibited.

A person who is licensed by the State of Florida to provide professional counseling, or who performs counseling as part of his or her professional training under Chapters 458, 459, 490, or 491 of the Florida Statutes, as such chapters may be amended, including, but not limited to, medical practitioners, osteopathic practitioners, psychologists, psychotherapists, social workers, marriage and family therapists, and licensed counselors, may not engage in conversion or reparative therapy with a minor.

§137.03 Enforcement; penalties.

A violation of Section 137.02 shall be enforced pursuant to the procedures set forth in Chapter 153 of this Code. The penalty for a violation shall be \$200.00. Each day that a violation occurs constitutes a separate offense.

* * *

Section 3: Repeal. Each of the above stated recitals is true and correct and incorporated herein by this reference.

Section 4: Severability. The provisions of this Ordinance are declared to be non-severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall render this Ordinance void in its entirety.

Section 5: Inclusion in the Code. It is the intention of the Village Commission, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of North Bay Village; that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and that the word "Ordinance" shall be changed to "Section" or other appropriate word..

Section 6: Effective Date. This Ordinance shall be effective immediately upon adoption on second reading.

The foregoing Ordinance was offered by Vice Mayor Jorge Gonzalez, who moved for its approval on first reading. This motion was seconded by Commissioner Andreana Jackson, and upon being put to a vote, the vote was as follows:

THE VOTES WERE AS FOLLOW:

Mayor Connie Leon-Kreps	<u>Yes</u>
Vice Mayor Jorge Gonzalez	<u>Yes</u>
Commissioner Richard Chervony	<u>Absent</u>
Commissioner Adreana Jackson	<u>Yes</u>
Commissioner Eddie Lim	<u>Yes</u>

APPROVED ON FIRST READING during a regular session of the North Bay Village Commission Meeting this 18th day of October 2016.

The foregoing Ordinance was offered by _____, who moved for its enactment. This motion was seconded by _____ and upon being put to a vote, the vote was as follows:

FINAL VOTE ON ADOPTION:

Mayor Connie Leon-Kreps	_____
Vice Mayor Jorge Gonzalez	_____
Commissioner Richard Chervony	_____
Commissioner Adreana Jackson	_____
Commissioner Eddie Lim	_____

PASSED AND ENACTED by the Commission of North Bay Village this ____ day of _____ 2016.

Connie Leon-Kreps
Mayor

ATTEST:

Yvonne Hamilton, CMC, Village Clerk

APPROVED AS TO FORM FOR THE USE OF
NORTH BAY VILLAGE ONLY:

Village Attorney
Robert L. Switkes & Associates, P.A.

North Bay Village Ordinance: Conversation Therapy.



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

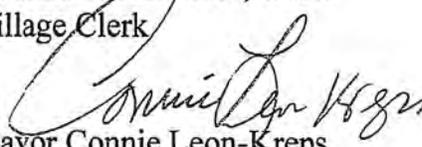
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

MEMORANDUM

North Bay Village

DATE: August 23, 2016

TO: Yvonne P. Hamilton, CMC
Village Clerk

FROM: 
Mayor Connie Leon-Kreps

SUBJECT: Introduction of Ordinance

Pursuant to Section 3.08 of the Village Charter, I hereby introduce the following Resolution:

AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING TITLE XIII OF THE CODE OF ORDINANCES ENTITLED "GENERAL OFFENSES" BY CREATING CHAPTER 137, TO BE ENTITLED "SEXUAL ORIENTATION OR GENDER IDENTITY CHANGE EFFORTS," TO PROHIBIT LICENSED PROFESSIONALS FROM ENGAGING IN COUNSELING EFFORTS, PRACTICES, OR TREATMENTS WITH THE GOAL TO CHANGE A MINOR'S SEXUAL ORIENTATION OR GENDER IDENTITY; PROVIDING FOR REPEAL, SEVERABILITY, INCLUSION IN THE CODE AND AN EFFECTIVE DATE.

Accordingly, please place the item on the next available agenda.

CLK:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Andreana Jackson

Commissioner
Eddie Lim



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

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VILLAGE MANAGER'S REPORT

TO

THE MAYOR AND MEMBERS OF THE VILLAGE COMMISSION

OCTOBER 25, 2016

1. **SEAWALL REPORT:**

- a. June 6, 2016 – 115 letters went out to owners of sea walls throughout the Village with only 45 responses.
- b. October 4, 2016 – 54 second notice letters went out to owners of sea walls throughout the Village who had not responded to the first notice. This letter contained language which advised the owners that the next step was to issue a Violation Notice which carried significant fines – the response has been more positive with 10 so far.

2. **GRANTS REPORT:** by LaKeesha Morris

Frank K. Rollason, Village Manager



14876 SW 168 Terrace ~ Miami, FL 33187

Phone: (786)232-0771 Toll Free Phone/Fax: (888)778-5930 www.belltowergroup.org

October 4, 2016

Frank Rollason
Village Manager
North Bay Village
1666 Kennedy Causeway
Suite 300
North Bay Village, FL 33141

RE: FY2015-16 Grant Closeout Report

Dear Mr. Rollason,

Please find attached the final grant report for FY2015-16. It includes a summary of grants that BellTower Consulting Group facilitated during FY2015-16, and a look at the grants that are in the works for FY2016-17. As a team we have worked diligently to move key projects from the pre-planning stage to being “grant ready”. This hard work has paid off to the tune of **over \$1.6 Million** in funding!

I look forward to continuing to work with the Village to realize such goals as improving water quality and Stormwater management, constructing the Baywalk/Boardwalk Plaza and Linear Park, and providing residents with a new Village Hall. As always, please feel free to contact me with any questions or concerns.

Thank you for allowing BellTower Consulting Group to serve you.

Sincerely,

LaKeesha Morris, MSW
President/CEO

cc: Village Mayor and Commissioners
c/o Yvonne Hamilton, Village Clerk

To: North Bay Village Mayor & Village Commission
From: LaKeesha Morris, MSW
Date Submitted: 9/30/2016
Reporting Period: September 1 – 30, 2016

Grants Submitted this Reporting Period:

No Grants were submitted this reporting Period. LaKeesha worked with staff to close out a number of current grants. LaKeesha also worked with staff to begin submitting disbursement packages for Florida Department of Environmental Protection Loans for the Wastewater and Drinking Water projects.

Grants “Under Construction”

The following grants are currently open and being considered by the Village.

1. FRDAP – Parks and Recreation Development Grant
 - a. Funding is available for land acquisition or the development of parks/recreational space for municipalities. Funding generally ranges from \$50,000 - \$200,000 and requires a \$1:\$1 match. Possible projects include; portions of the Baywalk Plaza project, recreational dock at Vogel Park, additional equipment at one of the Village Parks.
2. Florida Department of Environmental Protection – TMDL Grant
 - a. Funding is available for water quality improvement projects. LaKeesha will submit a grant on behalf of the Village for the outfall improvement project.

Grant Updates

See attached spreadsheet for an overview of Active Grants from FY2016 and New Grants for FY2017.



Active Grant Awards FY2015-2016

Funding Source	Project Title	Funding Amount Awarded	Contract Period	Does BellTower Provide Grant Management?	Have all eligible funds been drawn down?
US Department of Justice	Bullet Proof Vest Project	\$5,160.87	10/1/14 – 8/30/2016	Yes	Yes
Florida Department of Law Enforcement – JAG (County)	North Bay Village Portable AED Project	\$2,256.00	7/1/2015 - 6/30/2016	Yes	Yes
Florida Department of Law Enforcement – JAG (Direct)	North Bay Village Portable AED Project	\$1,000.00	10/1/2015 - 9/30/2016	Yes	Pending
Florida Department of Environmental Protection (Legislative Appropriation)	LP13043: North Bay Village Storm Water Quality Improvements	\$600,000.00	10/1/14 – 12/31/15	Yes	Yes
The Children's Trust	Our Kids Our Treasure Youth Program	\$169,256.28	8/1/15 – 7/31/16 (renewable for 3 yrs.)	No	N/A
Florida Department of Economic Opportunity	Economic Development Strategic Plan	\$25,000.00	10/1/15 – 5/31/2016	Yes	Yes
Florida Inland Navigation District	Baywalk Plaza Area Phase IIA (Construction)	\$200,000.00	10/1/2015 - 9/30/2017	Yes	No
Total:			\$1,003,168.15		



Active Grant Awards FY2015-2016

Funding Source	Project Title	Funding Amount Awarded	Contract Period	Current Status of Grant
Florida Department of Law Enforcement – JAG (County)	North Bay Village Portable AED Project	\$2,457.00	7/1/2016 - 6/30/2017	Pending Contract Execution
Florida Inland Navigation District	Baywalk/Boardwalk Planning and Design	\$100,000.00	10/1/2016 - 9/30/2018	Pending Final Approval from FIND Board
South Florida Water Management District	North Bay Village Outfall Improvement Project	\$150,000.00	10/1/2016 - 9/30/2018	Pending Contract Execution
The Children’s Trust	Our Kids Our Treasure Youth Program	\$169,256.28	8/1/16 – 7/31/17	Renewable Grant - Year 2 of 3
Florida Department of Environmental Protection (Legislative Appropriation)	LP13044: North Bay Village Storm Water Phase II Improvements	\$225,000.00	10/1/2016 - 6/30/2017	Pending Contract Execution
Total:			\$646,713.28	

MONTHLY STAT REPORTS

b

NORTH BAY VILLAGE POLICE DEPARTMENT STATISTICS 2016

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
TYPES OF CRIMES												
FELONIES												
HOMICIDE												
TREASURE ISLAND	0	0	0	0	0	0	0	0				
N BAY ISLAND	0	0	0	0	0	0	0	0				
HARBOR ISLAND	0	0	0	0	0	0	0	0				
ATTEMPT BURGLARY												
TREASURE ISLAND	0	0	0	0	0	0	0	0				
N BAY ISLAND	0	0	0	0	0	0	0	0				
HARBOR ISLAND	0	0	0	0	0	0	0	0				
BURGLARY STRUCTURE												
TREASURE ISLAND	2	1	0	0	0	0	0	0				
N BAY ISLAND	0	0	0	0	0	0	0	0				
HARBOR ISLAND	0	0	0	1	1	0	0	0				
BURGLARY RESIDENCE												
TREASURE ISLAND	0	0	0	1	0	2	0	0				
N BAY ISLAND	0	0	0	1	0	0	0	0				
HARBOR ISLAND	1	0	0	0	1	0	1	0				
BURGLARY VEHICLE												
TREASURE ISLAND	2	0	1	1	1	1	1	0				
N BAY ISLAND	0	0	0	3	0	0	0	0				
HARBOR ISLAND	0	1	0	0	1	0	0	0				
ROBBERY ARMED												
TREASURE ISLAND	0	0	0	1	0	0	0	0				
N BAY ISLAND	0	0	0	0	0	0	0	0				
HARBOR ISLAND	0	0	1	0	0	0	0	0				
ROBBERY STRONGARM												
TREASURE ISLAND	0	0	0	0	0	0	0	0				
N BAY ISLAND	0	0	0	0	0	0	0	0				
HARBOR ISLAND	0	0	0	0	0	0	0	0				
SEXUAL BATTERY												

b

NORTH BAY VILLAGE POLICE DEPARTMENT STATISTICS 2016

TREASURE ISLAND	0	0	0	0	0	0	0	1				
N BAY ISLAND	0	0	0	0	0	0	0	0				
HARBOR ISLAND	0	0	0	0	0	0	0	0				
AGG BATTERY/ASSAULT												
TREASURE ISLAND	2	0	1	2	0	0	1	0				
N BAY ISLAND	0	0	0	0	0	0	0	0				
HARBOR ISLAND	0	1	1	0	0	0	0	0				
FRAUD GENERAL												
TREASURE ISLAND	0	1	1	0	1	0	0	0				
N BAY ISLAND	0	1	0	0	0	0	0	0				
HARBOR ISLAND	0	0	2	0	0	0	0	0				
CC FRAUD												
TREASURE ISLAND	0	0	1	0	0	0	0	0				
N BAY ISLAND	0	1	0	0	0	0	0	0				
HARBOR ISLAND	0	0	0	0	0	0	0	0				
ID THEFT												
TREASURE ISLAND	1	0	0	0	0	0	0	1				
N BAY ISLAND	0	0	0	0	0	0	0	0				
HARBOR ISLAND	0	0	0	1	0	0	0	0				
INTERNET FRAUD												
TREASURE ISLAND	0	0	0	0	0	0	0	0				
N BAY ISLAND	0	0	0	0	0	0	0	0				
HARBOR ISLAND	0	0	0	0	0	0	0	0				
GRAND THEFT												
TREASURE ISLAND	1	0	0	1	1	4	1	1				
N BAY ISLAND	0	0	0	0	0	0	0	1				
HARBOR ISLAND	1	2	0	3	3	1	0	2				
MOTOR VEHICLE THEFT												
TREASURE ISLAND	1	0	2	0	0	2	0	0				

b

NORTH BAY VILLAGE POLICE DEPARTMENT STATISTICS 2016

N BAY ISLAND	0	0	0	0	0	0	0	0	0				
HARBOR ISLAND	0	0	0	4	1	1	0	1					
STOLEN VEHICLE THEFT & RECOVERY													
TREASURE ISLAND	0	1	0	0	1	1	0	0					
N BAY ISLAND	0	0	0	0	0	0	0	0					
HARBOR ISLAND	0	0	0	0	0	0	0	0					
TOTAL FELONIES	11	9	10	19	11	12	4	7	0	0	0	0	0
MISDEMEANORS													
SIMPLE BATTERY													
TREASURE ISLAND	2	1	0	1	2	1	1	0					
N BAY ISLAND	0	0	0	0	0	0	0	0					
HARBOR ISLAND	2	2	0	0	0	0	1	2					
DOMESTIC BATTERY													
TREASURE ISLAND	1	0	2	1	0	0	1	0					
N BAY ISLAND	0	0	0	0	0	0	0	0					
HARBOR ISLAND	1	1	0	0	1	1	0	1					
ASSAULT													
TREASURE ISLAND	1	0	0	0	0	1	0	0					
N BAY ISLAND	0	1	0	0	0	0	0	0					
HARBOR ISLAND	0	0	1	0	0	0	1	0					
VERBAL THREATS													
TREASURE ISLAND	1	1	1	0	1	2	2	0					
N BAY ISLAND	0	0	0	0	0	0	0	0					
HARBOR ISLAND	0	0	0	0	2	0	0	0					
THEFT GENERAL													
TREASURE ISLAND	2	2	2	0	0	1	4	0					
N BAY ISLAND	0	0	0	0	0	0	0	0					
HARBOR ISLAND	0	0	0	0	2	0	1	2					
STOLEN DECAL													
TREASURE ISLAND	1	0	0	1	0	1	0	0					
N BAY ISLAND	0	0	0	0	0	0	0	0					

b

NORTH BAY VILLAGE POLICE DEPARTMENT STATISTICS 2016

TRAFFIC	101	188	233	354	501	270	335	255				
PARKING	327	354	362	243	245	324	130	124				
CRIMINAL CITATIONS	4	15	22	27	29	22	11	14				
TOTAL CITATIONS WRITTEN	432	557	617	624	775	616	476	393	0	0	0	0
CAUSEWAY CITATIONS	84	137	177	287	394	258	337	254				

NORTH BAY VILLAGE POLICE DEPARTMENT STATISTICS 2016

	CURRENT MONTH	PREVIOUS MONTH	PREVIOUS YEAR
	AUGUST 2016	JULY 2016	AUGUST 2015
<u>FELONIES</u>			
<u>HOMICIDE</u>			
TREASURE ISLAND	0	0	0
N BAY ISLAND	0	0	0
HARBOR ISLAND	0	0	0
<u>ATTEMPT BURGLARY</u>			
TREASURE ISLAND	0	0	0
N BAY ISLAND	0	0	0
HARBOR ISLAND	0	0	0
<u>BURGLARY STRUCTURE</u>			
TREASURE ISLAND	0	0	2
N BAY ISLAND	0	0	0
HARBOR ISLAND	0	0	0
<u>BURGLARY RESIDENCE</u>			
TREASURE ISLAND	0	0	0
N BAY ISLAND	0	0	0
HARBOR ISLAND	0	1	0
<u>BURGLARY VEHICLE</u>			
TREASURE ISLAND	0	1	0
N BAY ISLAND	0	0	0
HARBOR ISLAND	0	0	1
<u>ROBBERY ARMED</u>			
TREASURE ISLAND	0	0	0
N BAY ISLAND	0	0	0
HARBOR ISLAND	0	0	1

NORTH BAY VILLAGE POLICE DEPARTMENT STATISTICS 2016

<u>ROBBERY STRONGARM</u>	AUGUST 2016	JULY 2016	AUGUST 2015
TREASURE ISLAND	0	0	0
N BAY ISLAND	0	0	0
HARBOR ISLAND	0	0	0
<u>SEXUAL BATTERY</u>			
TREASURE ISLAND	1	0	0
N BAY ISLAND	0	0	0
HARBOR ISLAND	0	0	0
<u>AGG BATTERY/ASSAULT</u>			
TREASURE ISLAND	0	1	2
N BAY ISLAND	0	0	0
HARBOR ISLAND	0	0	0
<u>FRAUD GENERAL</u>			
TREASURE ISLAND	0	0	1
N BAY ISLAND	0	0	0
HARBOR ISLAND	0	0	2
<u>CC FRAUD</u>			
TREASURE ISLAND	0	0	0
N BAY ISLAND	0	0	0
HARBOR ISLAND	0	0	0
<u>ID THEFT</u>			
TREASURE ISLAND	1	0	0
N BAY ISLAND	0	0	0
HARBOR ISLAND	0	0	0

NORTH BAY VILLAGE POLICE DEPARTMENT STATISTICS 2016

<u>INTERNET FRAUD</u>	AUGUST 2016	JULY 2016	AUGUST 2015
TREASURE ISLAND	0	0	0
N BAY ISLAND	0	0	0
HARBOR ISLAND	0	0	0
<u>GRAND THEFT</u>			
TREASURE ISLAND	1	1	4
N BAY ISLAND	1	0	0
HARBOR ISLAND	2	0	1
<u>MOTOR VEHICLE THEFT</u>			
TREASURE ISLAND	0	0	2
N BAY ISLAND	0	0	0
HARBOR ISLAND	1	0	0
<u>STOLEN VEHICLE THEFT & RECOVERY</u>			
TREASURE ISLAND	0	0	0
N BAY ISLAND	0	0	0
HARBOR ISLAND	0	0	0
TOTAL FELONIES	7	4	16
MISDEMEANORS			
<u>SIMPLE BATTERY</u>			
TREASURE ISLAND	0	1	2
N BAY ISLAND	0	0	0
HARBOR ISLAND	2	1	1
<u>DOMESTIC BATTERY</u>			
TREASURE ISLAND	0	1	2
N BAY ISLAND	0	0	0
HARBOR ISLAND	1	0	0

NORTH BAY VILLAGE POLICE DEPARTMENT STATISTICS 2016

<u>ASSAULT</u>	AUGUST 2016	JULY 2016	AUGUST 2015
TREASURE ISLAND	0	0	0
N BAY ISLAND	0	0	0
HARBOR ISLAND	0	1	0
<u>VERBAL THREATS</u>			
TREASURE ISLAND	0	2	0
N BAY ISLAND	0	0	0
HARBOR ISLAND	0	0	0
<u>THEFT GENERAL</u>			
TREASURE ISLAND	0	4	4
N BAY ISLAND	0	0	0
HARBOR ISLAND	2	1	1
<u>STOLEN DECAL</u>			
TREASURE ISLAND	0	0	0
N BAY ISLAND	0	0	0
HARBOR ISLAND	0	0	0
<u>STOLEN TAG</u>			
TREASURE ISLAND	4	0	0
N BAY ISLAND	0	0	0
HARBOR ISLAND	2	0	0
<u>DUI</u>			
TREASURE ISLAND	0	0	0
N BAY ISLAND	0	0	0
HARBOR ISLAND	0	0	0
TOTAL MISDEMEANORS	11	11	10

NORTH BAY VILLAGE POLICE DEPARTMENT STATISTICS 2016

	AUGUST 2016	JULY 2016	AUGUST 2015
ARRESTS			
ARREST TYPES			
FELONY	2	1	1
MISDEMEANOR	6	5	6
BENCH WARRANT	1	3	1
CRIMINAL CITATIONS	14	11	1
TOTAL ARRESTS	23	20	9
INVESTIGATIONS			
CARRY OVER PRIOR	37	35	12
NEW INVESTIGATIONS	11	12	21
CASES CLEARED	8	5	2
CLEARANCE RATE	16.70%	10.60%	9.00%
BACKGROUND INVEST.	4	4	0

TRAFFIC	255	335	141
PARKING	124	130	124
CRIMINAL CITATIONS	14	11	1
TOTAL CITATIONS WRITTEN	393	476	266
CAUSEWAY CITATIONS	254	337	119

NORTH BAY VILLAGE POLICE DEPARTMENT

CAUSEWAY CITATION COUNT INFORMATION FOR AUGUST 2016

Total citation count for Kennedy Causeway- 254

By citation type

Traffic Control Running Red Light/ 316.075(1)C(1)/ 4 citations

Traffic Control Running Stop Sign/ 316.123(2)(A)/ 13 citations

Speeding Municipal Posted/ 316.189(1)/ 127 citations

Careless Driving/ 316.1925(1)/ 6 citations

Improper or Unsafe Equipment/ 316.610/ 12 citations

Seat Belt Violation/ 316.614(4)(b)/ 11 citations

No Valid Driver's License/ 322.03.1/ 2 citations

**Driving While License Suspended with Knowledge/ 322.34(2)/ 7
citations**

NORTH BAY VILLAGE POLICE DEPARTMENT

**VILLAGE WIDE CITATION COUNT INFORMATION FOR AUGUST
2016**

Moving Citations- 255

Parking Citations- 124

Criminal Citations- 14

Ordinance Citations- 0

Total Citation count for AUGUST 2016- 393

NORTH BAY VILLAGE
MONTHLY REPORTS 2015-16
BUILDING DEPARTMENT

	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	YTD
PERMITS/UPFRONT FEES/HOLD HARMLESS/ EXTENTIONS/CERT OF COMPETION/CERT OF OCCUPANCY/REINSPECTI ON /BLDG													
RECERTIFICATIONS	\$285,200.79	\$21,271.55	\$17,308.07	\$18,267.01	\$19,251.66	\$55,173.65	\$20,640.12	\$22,402.64	\$29,757.91	\$17,542.34	\$31,186.28	\$23,266.67	\$561,268.69
VISITORS	170	187	173	158	211	215	223	192	260	260	333	301	2683
PERMIT APPLICATIONS/ REVISIONS	72	66	61	60	82	91	91	71	85	80	108	92	959
BLDG INSPECTIONS/REVIEW	94	70	87	79	113	119	147	88	89	121	130	113	1250
ELEC INSPECTIONS	53	35	38	33	24	37	39	48	37	39	47	49	479
MECH INSPECTIONS	*	6	8	5	16	10	11	23	19	15	10	29	94
PUM/BG INSPECTIONS	50	36	43	20	30	49	56	37	63	44	65	62	555
STRUCTURAL REVIEWS	17	15	6	9	0	19	9	9	14	18	10	13	139

*Not available

**NORTH BAY VILLAGE POLICE DEPARTMENT
CODE UNIT
MONTHLY TOTALS FOR SEPTEMBER 2016**

DESCRIPTION	NORTH BAY ISLAND	HARBOR ISLAND	TREASURE ISLAND	TOTALS
SIDEWALK/ROADWAY OBSTRUCTED	3	5	7	15
LANDSCAPING NOT MAINTAINED	2	1	7	10
SIGN IN DISREPAIR/ILLEGAL SIGN	2		6	8
DUMPING/LITTER	1		2	3
TRASH/RECYCLE CANS VIOLATION	1		3	4
TRASH/RUBBISH/DEBRIS	2		5	7
FENCE IN DISREPAIR	1		1	2
BUILDING MAINTENANCE VIOLATION	3	1	4	8
ILLEGAL BUSINESS	2		3	5
ILLEGAL USE OF PUBLIC RIGHT-OF-WAY	2	3	3	8
PERMIT VIOLATIONS/ILLEGAL WORK	5	8	18	31
ROAD DEBRIS REMOVED	1	1	1	3
COMMERCIAL VEHICLE VIOLATION	2			2
CONSTRUCTION SITE VIOLATION	1		1	2
ILLEGAL FISHING		5	4	9
NOISE	1		2	3
HEALTH HAZARD	1		3	4
CERTIFICATE OF OCCUPANCY INSPECTION			3	3
ZONING/PERMIT/BTR/PLAN REVIEW	4	4	8	16
LIEN SEARCH	2	3	9	14
STOP WORK ORDER ISSUED/POSTING	1	1	3	5
S.T.V.R. VIOLATIONS	5		4	9
OTHER		2		2
TOTAL	42	34	97	173
Phone Calls	10	27	22	59
Meetings	11	13	27	51
Initial Inspections	19	40	53	112
Re-inspections	27	54	64	145
Complaints Received	3	7	14	24
Case Closed	7	16	15	38
Verbal Warnings Issued	8	8	13	29
Written Warnings Issued	22	3	16	41
Citation Issued/Fines Charged	3	7	19	29